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**AGENCY BOOKING AGREEMENT**

1. **THIS CONTRACT** for the services of the music and/or entertainment described below made this \_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_, between the undersigned Purchaser of music and/or entertainment (hereinafter called the Purchaser) and the undersigned Artist(s) (plus any accompanying musicians and/or entertainers) as described below, an independent contractor(s), (hereinafter called the "Artist").

The Purchaser hereby engages the Artist and Artist hereby agrees to perform the engagement hereinafter provided with all of the terms and conditions herein set forth including those entitled "Additional Terms and Conditions":

- 1. **NAME OF ARTIST(S)** \_\_\_\_\_ **NUMBER OF ARTIST(S)** \_\_\_\_\_
- 2. **PLACE OF ENGAGEMENT** \_\_\_\_\_
- 3. **ADDRESS OF ENGAGEMENT** \_\_\_\_\_
- 4. **DATE(S) OF ENGAGEMENT** \_\_\_\_\_
- 5. **HOURS OF ENGAGEMENT** \_\_\_\_\_ **LOAD IN** \_\_\_\_\_
- 6. **TYPE OF ENGAGEMENT** \_\_\_\_\_ **DRESS** \_\_\_\_\_
- 7. **PRICE AGREED UPON** \_\_\_\_\_

**METHOD OF PAYMENT AS FOLLOWS**

**DEPOSIT \$** \_\_\_\_\_, **Payable to AGENT with return of contract.**  
**BALANCE \$** \_\_\_\_\_, **Payable to** \_\_\_\_\_  
**in cash immediately upon conclusion of engagement.**

**IN CASE OF DEFAULT BY PURCHASER:** Liquidated damages of the Artist will be the amount stated in BALANCE in Section 7, plus reasonable attorney's fees and court costs.  
Deposit will be retained by AGENT for services performed.

- 8. **SOUND PROVIDED BY** \_\_\_\_\_
- LIGHTS PROVIDED BY** \_\_\_\_\_

9. **BREAKS:** Only one 10-minute break for each hour of performance is allowed unless other arrangements are made with Purchaser.

10. **GUIDELINES FOR PRIVATE PARTIES:** Band members and personnel should refrain from eating or drinking on the premises of all private parties unless invited to do so by Purchaser.  
No guests of Artist(s) are permitted without the consent of the Purchaser.

**11. THE PURCHASER** shall at all times have complete supervision, direction, and control over the services of Artist(s) on this engagement and expressly reserves the right to control the manner, means, and details of the performance of the services by Artist as well as the ends to be accomplished. The leader shall, as agent of the Purchaser, enforce disciplinary measures for just cause, and carry out instructions as to the selection and manner of performance.

**12. THE ARTIST**, leader, manager, or representative of the Artist(s) \_\_\_\_\_ agrees and guarantees to pay \_\_\_\_ % percent of the agreed price \$ \_\_\_\_\_ (Section 7 above) for personal services, booking fee, contract fee, and telephone expense rendered and incurred in this transaction to AGENT. This commission is due and payable when all parties have signed this Contract and must be paid within five days after the date that the Artist(s) is to perform for the Purchaser except where Agent has already retained said commission from the deposit already paid by Purchaser. If leader or key personnel of this musical group is rebooked into this or any establishment represented by the Purchaser (including chain buyers of music and/or entertainment) within 12 months from the termination of this Agreement, Purchaser and leader shall be jointly and severally liable for payment to AGENT for commission in the rate set forth in this engagement.

**13. THE AGREEMENT** of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If artist is unable to perform, AGENT will take reasonable measures to provide a suitable alternate Artist.

**14. THIS CONTRACT** constitutes the sole, complete, and binding agreement between the Artist(s) and the Purchaser. AGENT and its employees act only as agent, consultant or manager, and assumes no responsibility or liability as between the Purchaser and the Artist(s). Covenants herein contained between said Artist(s), their leader, manager or representative and AGENT are intended to be binding as between said Artist(s), their leader, manager or representative and AGENT.

**15. MEMBERS OF UNIONS OR GUILDS**, which may include leader and members of this unit, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may be members.

**16. ADDITIONAL TERMS AND CONDITIONS**

See Attached Rider if any.

\_\_\_\_\_  
**For PURCHASER**

\_\_\_\_\_  
**(print street address)**

\_\_\_\_\_  
**(city, state, zip)**

\_\_\_\_\_  
**(telephone)**

\_\_\_\_\_  
**For ARTIST**

\_\_\_\_\_  
**(SS # or Tax ID #)**

\_\_\_\_\_  
**Contract #**

## AGREEMENT OF FOREIGN AGENCY

This **AGENCY AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Assignor") and \_\_\_\_\_ (hereinafter referred to as "Agent").

1. Assignor is the owner of the mechanical recording rights in copyrighted musical work referred to as \_\_\_\_\_ (hereinafter referred to as the "Composition/Album") with music and lyrics by \_\_\_\_\_ as recorded by \_\_\_\_\_.

2. Assignor does hereby appoint Agent as lawful agent and representative for the purpose of exploiting, marketing and negotiating for the granting of sub-publishers within the territory of \_\_\_\_\_ (hereinafter referred to as "Licensed Territory") the following rights:

(a) Exclusive right to print, publish and vend copies of the Composition/Album in the Licensed Territory.

(b) The exclusive rights for mechanical and electrical reproduction of the Composition/Album in the Licensed Territory on phonograph records and prerecorded tapes and transcriptions.

(c) The nonexclusive right of public performance, including broadcasting on television of the Composition/Album and the licensing of the Composition/Album for such purposes in and for the Licensed Territory.

(d) The nonexclusive right to grant nonexclusive licenses for the recording of the Composition/Album in and with motion pictures and television productions produced in the Licensed Territory subject to the written approval of the Assignor.

(e) The nonexclusive right, with the prior approval of the Assignor, to make and publish new translations of the lyrics hereof and to the language or languages of the Licensed Territory with the rights herein above provided in subparagraphs 1 and 4 hereof. All such new matters shall be copyrighted only in the name of Owner and shall be the sole property of the Owner.

3. As compensation for Agent's efforts and word hereunder, Assignor agrees to pay Agent as follows:

(a) \_\_\_\_\_ (%) Percent of any and all gross receipts paid or credited to Assignor for each use of the Composition/Album in any album, book, folio, or newspaper,

(b) \_\_\_\_\_ (%) of the retail selling price of each copy of the Composition/Album in any form sold and credited or paid for and not returned,

(c) \_\_\_\_\_ (%) of any and all gross receipts paid or credited to the Assignor by any licensee for mechanical reproductions thereof on phonorecords and prerecorded tapes, videos, and any and all other means of mechanically reproducing the Composition/Album.

(d) \_\_\_\_\_ (%) of all monies paid or credited to Assignor by any licensee for any use thereof whatsoever, including but not limited to gross broadcast and performance fees in respect to public performances thereof, in the Licensed Territory.

4. All monies due Agent hereunder shall be payable to Agent within thirty days after monies paid to Assignor pursuant to agent's work hereunder is received by or credited to Assignor. Such payments shall be accompanied by an accounting statement reflecting gross amounts from each source, which the Assignor is accountable to Agent. Agent shall have reasonable access to all books and records regarding this Composition/Album.

5. The term of this Agreement shall be for a period of \_\_\_\_\_ year(s) commencing on the date of execution of this Agreement.

6. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, successors and assigns. This Agreement is not assignable by either party without written consent of both parties. This Agreement shall be construed under the laws of the State of \_\_\_\_\_.

Nothing herein contained shall be construed as a partnership or joint venture between the parties hereto. This Agreement cannot be canceled, altered, modified, amended, or waived in part or in full in any way except by an instrument in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first written above.

**By:** \_\_\_\_\_  
**Assignor**

**By:** \_\_\_\_\_  
**Agent**

**AGREEMENT OF OBLIGATION TO PAY**

I, \_\_\_\_\_, (herein known as "Artist") do hereby agree not to produce, sell, or market the recordings below listed until the debt and obligation to the parties herein listed are paid in full. The musical compositions shall include and are limited to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These song(s) were recorded at \_\_\_\_\_ Studios in the City of \_\_\_\_\_ in the State of \_\_\_\_\_ at the address of \_\_\_\_\_ on the the date(s) of: \_\_\_\_\_

These figures reflect American Federation of Musicians scale rates at the time the recordings were made.

I agree to make all payments to the persons listed below before releasing for sale to the public or assigning any rights in any of the above recordings.

Persons due payment for services rendered on above recordings:

Name	Service	Payment Due
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If Producer has made payment to any of the parties below listed, I will reimburse Producer his receipted expenses incurred in making payments to above mentioned person(s).

I further agree to reimburse Producer for any and all receipted expenses Producer has incurred in the production of the above song titles and during the recording sessions specified herein.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Artist

ARTISTS' MANAGEMENT CONTRACT

Name \_\_\_\_\_  
Address \_\_\_\_\_

1. I hereby employ you as my sole and exclusive artists' manager for a period of \_\_\_ years (not to exceed 7) from date hereof to negotiate contracts for the rendition of my professional services as a writer, or to otherwise in the fields of motion pictures, legitimate stage, radio broadcasting, television, and other fields of entertainment.

2. You hereby agree to advise and counsel me in the development and advancement of my professional career and to use reasonable efforts to procure employment and to negotiate for me, as aforesaid.

3. As compensation for your said services agreed to be rendered here under, I hereby agree to pay you a sum equal to \_\_\_\_\_ (\_\_\_\_\_%)(not to exceed maximum rate shown on fee schedule) of all moneys or things of value as and when received by me, directly or indirectly, as compensation for my professional services rendered or agreed to be rendered during the term hereof under contracts, or any extensions, renewals, modifications or substitutions thereof, entered into or negotiated during the term hereof and to pay the same to you thereafter for so long a time as I receive compensation on any such contracts, extensions, options or renewals of said contracts. It is expressly understood that you shall be entitled to continue to receive the payment of compensation on the aforementioned contracts after the termination of this agreement only if you continue to serve me and to perform obligations with respect to said employment contracts or to extensions or renewals of said contracts or to any employment requiring my services on which such compensation is based.

4. I hereby agree that you may render your services to others during the terms hereof.

5. In the event that I do not obtain a bona fide offer of employment from a responsible employer during a period of time in excess of four (4) consecutive months, during all of which said time I shall be ready, able, willing and available to accept employment, either party hereto shall have the right to terminate this contract by notice in writing to that effect sent to the other by registered mail.

6. Controversies arising between us under the provisions of the (State) \_\_\_\_\_ Labor Code relating to artists' managers and under the rules and regulations for the enforcement thereof, shall be referred to the Labor Commissioner of the State of \_\_\_\_\_, as provided in Section \_\_\_\_\_ of said Code.

7. In the event that you shall collect from me a fee or expenses for obtaining employment for me, and I shall fail to procure such employment or shall fail to be paid for such employment, you shall, upon demand therefor, repay to me the fee and expenses so collected. Unless repayment thereof is made within forty-eight (48) hours after demand therefor, you shall pay to me an additional sum equal to the amount of the fee.

8. This instrument constitutes the entire agreement between us and no statement, promises or inducement made by any party hereto which is not contained herein shall be binding or valid and this contract may not be enlarged, modified or altered, except in writing by both the parties hereto; and provided further, that any substantial change in this contract must first be approved by the Labor Commissioner.

9. You hereby agree to deliver to me an executed exact copy contract.

DATED \_\_\_\_\_

AGREED TO AND ACCEPTED

Name: \_\_\_\_\_ Signed: \_\_\_\_\_

Address: \_\_\_\_\_

ARTIST - MANAGER CONTRACT

1. This is an agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the undersigned MANAGER and the undersigned ARTIST.
2. The ARTIST has signed a recording contract with the following RECORD COMPANY: \_\_\_\_\_ and the date of the contract was: \_\_\_\_\_, 20 \_\_\_\_.
3. In this agreement RECORD COMPANY promised to make royalty payments to ARTIST.
4. ARTIST promises to pay to MANAGER the following percentage of the amounts received by ARTIST from RECORD COMPANY:
5. ARTIST promises to make the payments to MANAGER as soon as the check from the RECORD COMPANY is received by ARTIST.
6. ARTIST promises to send all royalty statements (or copies) and other communications (or copies) from RECORD COMPANY to MANAGER.
7. ARTIST hereby instructs his bookkeepers and accountants to make available for inspection and copying the RECORD COMPANY contract and all statements rendered by the RECORD COMPANY to the ARTIST.
8. This agreement does not cover and is not intended to cover any agreement between the RECORD COMPANY and anyone else (including the ARTIST and the MANAGER) concerning song publishing and mechanical licenses. In the event either is entitled to share in songwriting and/or publishing rights and/or royalties, a separate agreement will cover that aspect.
9. ARTIST hereby requests, instructs, authorizes and empowers RECORD COMPANY to pay said percentage directly to MANAGER.
10. The duration of this agreement commences as of the date of the contract between ARTIST and RECORD COMPANY, and shall continue as long as ARTIST is entitled to monies from RECORD COMPANY.

IN WITNESS WHEREOF we have entered into this written agreement as of the date above written.

MANAGER: \_\_\_\_\_

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

ARTISTS' MANAGEMENT CONTRACT

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Artists' Manager: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Gentlemen:

1. I hereby employ your agency as my sole and exclusive personal representative, agent and adviser for the term commencing on the above date and continuing thereafter for a Period of \_\_\_\_\_ year(s) throughout the world.(Not to exceed 7)
2. As such personal representative, agent and adviser your duties shall be the following: to use all reasonable diligence and make all reasonable efforts to assist me in negotiating for and procuring employment wherever my services may become available to accept such employment: and whenever reasonably requested so to do by me, to consult with, counsel, advise and assist me in all matters relating to my professional interests, which professional interests shall be deemed to embrace all branches of the entertainment business including particularly the motion picture, radio, theatre, phonograph recording and television industries, and including also all other media of entertainment now in existence and hereafter developed, invented or discovered.
3. You hereby accept this employment and agree to perform your required services for me during the term hereof. It is expressly understood and agreed, however, that you shall have the right to render your services to other persons, either in a capacity similar to that in which you are hereby employed by me, or otherwise.
4. As consideration to you for your acceptance of this employment and for your agreement to perform your required services for me hereunder, I agree to pay you, as and when received by me, a sum equal to \_\_\_\_\_  
(Not to exceed maximum rate shown on fee schedule.) per cent of all compensation (including salaries, earnings, royalties, bonuses, shares of profit and all other direct or indirect forms of income from my professional interests) earned and/or received by and/or accruing to me during the term hereof. As a further part of your consideration hereunder, I also agree to pay you, as and when received by me, a sum equal to the percentage set forth above in this paragraph of all compensation (as above defined) earned and/or received by and/or accruing to me after the expiration of the term hereof, for as long as I shall either directly or indirectly be employed or receive compensation under any employment or contracts entered into and negotiated for during the term of this agreement and/or under any renewal or extension of any such contracts and/or employment and/or under any employment and/or contracts entered into by me at any time in substitution or replacement of any employment or contracts entered into prior to the expiration of said term. Payment to you of the consideration specified in this paragraph is not conditioned on your obtaining employment for me, and said consideration shall be paid to you regardless of whether or not employment with respect to which the same is computed by you or by me or by anyone else.
5. It is agreed that if you shall submit to me a bonafide offer in writing and I fail to accept such offer, within the term of this agreement, but thereafter, and within a period of six (6) months from the date upon which you submitted the offer, I shall accept an offer on substantially the same terms, then in that event it shall be deemed to have been consummated during the term hereof and you shall thereupon be entitled to compensation thereon as herein provided.
6. I hereby authorize and empower you to collect all checks and monies due and payable to me as compensation earned by me as aforesaid, to endorse my name to said checks and to deposit said checks and monies to your bank account, to retain the percentage of my said earnings due you as aforesaid and to pay over the balance to me, hereby appointing you my attorney-in-fact for the aforesaid purposes.



PERSONAL MANAGEMENT CONTRACT

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Managers Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ zip \_\_\_\_\_

In accordance with our conversation, let the following constitute the agreement between us. I hereby engage you to render your services to me as my sole and exclusive personal representative, manager and director of all my personal business and affairs, in all branches of the entertainment industry throughout the world for a period of \_\_\_\_\_(\_\_\_\_\_) years from the date hereof, and you hereby accept such engagement and agree to render your services to me during and throughout the term hereof.

Your duties hereunder are to use all reasonable efforts to further my professional career and business interests and to guide and advise me with respect to my career and to act for me as my advisor and personal manager in all matters concerning our professional interest whenever you are called upon to do so. It is agreed, however, that it is not the intention of this agreement for you to provide employment for me. You are to represent me with any and all booking offices.

I understand that you manage and represent other Artists and I hereby agree that you have the right at all times to continue to do so.

You shall not be required to devote any specified amount of time in rendering your services, but only such time as you may consider proper and reasonable. It is agreed also that should you travel in my behalf I agree to pay you for your full and complete expenses.

As compensation for your services hereunder, I agree to pay you as and when received by me in lieu of salary, a sum equal to (\_\_\_\_%) \_\_\_\_\_ percent of the gross compensation earned or received by me up to and including, (\$ \_\_\_\_\_) \_\_\_\_\_ per week:

WRITTEN AMOUNT

a sum equal to (\_\_\_\_%) \_\_\_\_\_ percent of the gross compensation earned or received by me from, (\$ \_\_\_\_\_) \_\_\_\_\_ up to and including, (\$ \_\_\_\_\_) \_\_\_\_\_ per week:

WRITTEN AMOUNT

a sum equal to (\_\_\_\_%) \_\_\_\_\_ percent of the gross compensation earned or received by me from, (\$ \_\_\_\_\_) \_\_\_\_\_ up to and including, (\$ \_\_\_\_\_) \_\_\_\_\_ per week:

WRITTEN AMOUNT

a sum equal to (\_\_\_\_%) \_\_\_\_\_ percent of the gross compensation earned or received by me from, (\$ \_\_\_\_\_) \_\_\_\_\_ up to and including, (\$ \_\_\_\_\_) \_\_\_\_\_ per week:

WRITTEN AMOUNT

a sum equal to (\_\_\_\_%) \_\_\_\_\_ percent of the gross compensation earned or received by me over, (\$ \_\_\_\_\_) \_\_\_\_\_ per week;

WRITTEN AMOUNT

during the term of this agreement and thereafter while I am employed or receive compensation under employments or contracts entered into or negotiated for during the term hereof, and upon renewals or extensions hereof.

I hereby irrevocably appoint you my true and lawful attorney during the term of this agreement and any extensions, replacements, renewals or substitutions thereof, in my name to negotiate, consummate, sign, execute and deliver any and all agreements and to alter, modify and terminate and all arrangements whether negotiated, consummated, signed, executed and delivered by you otherwise, to endorse, deposit, sign, make, execute and deliver all checks, drafts, notes and bills of exchange that may be drawn in my name or that may be payable for my services and I hereby give you full power, right and authority to do any and all of the aforementioned act as you shall, in your sole discretion, deem advisable in as full and ample manner as I could do if personally present and I hereby ratify and confirm all that you shall do or cause to be done by reason hereof I understand and agree that your interest and compensation under this agreement shall be a continuing interest and shall not be revocable in any event or for any reason whatsoever for the term of this agreement and any extensions, renewals, replacements or substitutions thereof. This agreement being both a contract and a power of attorney is Intended to create an agency coupled with an interest and the appointment and engagement of you and your right to receive compensation as provided for herein, are the inducements for your entering into this agreement.

You have made no representations or promises to me which you have not set forth in this agreement and this agreement contains a full and complete understanding between us.

In consideration of the mutual covenants herein contained and the services rendered and to be rendered hereunder by you, it is agreed that you shall have the right and permission to continue this agreement for an additional period of \_\_\_\_\_ ( \_\_\_\_\_ ) years upon the same terms and conditions herein set forth.

This agreement and option shall be considered renewed at the end of the period herein unless I shall receive from you a written notice of your intention to consider this agreement at an end. It is the intention hereof that any questions relating to this agreement shall be interpreted in accordance with the laws of the State of \_\_\_\_\_.

Your signature below will constitute this a binding agreement between us.

---

LEGAL NAME

SIGNED AND APPROVED: \_\_\_\_\_

---

PROFESSIONALLY KNOWN AS

**PERSONAL MANAGEMENT CONTRACT**

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ doing business as \_\_\_\_\_ at (location)  
\_\_\_\_\_ in the State of \_\_\_\_\_.

This letter of agreement concerns your representing me as a talent and songwriter. For your services in promoting and representing me, I hereby agree to and guarantee the following:

I. If, as a result of your efforts, I enter into a contract for my services as a recording artist with a major recording concern, I hereby agree to pay you \_\_\_\_\_ **PERCENT** (\_\_\_\_\_% ) of any and all sales, production, or royalty advances.

a. A major recording concern is herein defined as a company that has gross sales in excess of one million (1,000,000) recordings annually.

b. You will receive an additional payment of fifteen thousand dollars (\$15,000) if any album released under this agreement is certified Gold by the R.I.A.A.(Recording Industry Association of America).

c. You will receive an additional payment of twenty thousand dollars(\$20,000) above the previously mentioned payment if any album released under this agreement is certified Platinum by the R.I.A.A.

II. If, as a result of your efforts, I enter into a contract with a major management or booking concern, I agree to pay you one and one half percent (1.5%) of the gross income earned in the first two years of said agreement.

a. A major management or booking concern is herein defined as a business which generates gross sales in excess of one million dollars (\$1,000,000) annually.

III. If, as a result of your efforts, a major recording artist or company releases to the general public, one of my songs, I agree to assign FIFTY PERCENT (50%) of all publishing and copyrights to either \_\_\_(Publisher Name)\_\_\_ ASCAP. or \_\_\_(Publisher Name)\_\_\_ BMI. I will retain all artist and writer credits and royalties.

a. A major recording artist is herein defined as an artist under contract to a recording concern which sells in excess of one million (1,000,000) units annually.

IV. If none of the conditions in sections I, II, and III, come into being by \_\_\_\_\_, 19\_\_\_\_, this agreement may be made void by my written notification to you of such intent. This agreement shall remain in effect until such notification.

I hereby agree to and am bound by these terms. I set my name to this Letter the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**ARTIST**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

## PERSONAL MANAGEMENT CONTRACT

I desire to obtain your advice, counsel and direction in the development and enhancement of my artistic and theatrical career. The nature and extent of the success or failure of my career cannot be predetermined and it is therefore my desire that your compensation be determined in such manner as will permit you to accept the risk of failure and likewise benefit to the extent of my success.

In view of the foregoing we have agreed as follows:

I do hereby engage you as my personal manager for a period of \_\_\_\_\_ years from date. As and when requested by me during and throughout the term hereof you agree to perform for me one or more of the services as follows: advice and counsel in the selection of literary, artistic and musical material; advice and counsel in any and all matters pertaining to publicity, public relations and advertising; advice and counsel with relation to the adoption of proper format for presentation of my artistic talents and in the determination of proper style, mood, setting, business and characterization in keeping with my talents; advice, counsel and direction in the selection of artistic talent to assist, accompany or embellish my artistic presentation; advice and counsel with regard to general practices in the entertainment and amusement industries and with respect to such matters of which you may have knowledge concerning compensation and privileges extended for similar artistic values; advice and counsel concerning the selection of theatrical agencies and persons, firms and corporations to counsel, advise, seek and procure employment and engagements for me.

You are authorized and empowered for me and in my behalf and your discretion to do the following: approve and permit any and all publicity and advertising; approve and permit the use of my name, photograph, likeness, voice, sound effects, caricatures, literary artistic and musical materials for purposes of advertising and publicity and in the promotion and advertising of any and all products and services; execute for me in my name and/or in my behalf any and all agreements, documents and contracts for my services, talents and/or artistic literary and musical materials, collect and receive sums as well as endorse my name upon and cash any and all checks payable to me for my services, talents and literary and artistic materials and retain therefrom all sums owing to you; engage, as well as discharge and/or direct for me, and in my name theatrical agents and employment agencies as well as other persons, firms and corporations who may be retained to obtain contracts, engagements or employment for me. The authority herein granted to you is coupled with an interest and shall be irrevocable during the term hereof.

I agree to at all times devote myself to my career and to do all things necessary and desirable to promote my career and earnings therefrom. I shall at all times engage proper theatrical agencies to obtain engagements and employment for me and I agree that I shall not engage any theatrical or employment agency of which you may disapprove. It is clearly understood that you are not an employment agent or theatrical agent, that you have not offered or attempted or promised to obtain employment or engagements for me that you are not obligated, authorized or expected to do so.

This Agreement shall not be construed to create a partnership between us. It is specifically understood that you are acting hereunder as an independent contractor and you may appoint or engage any and all other persons, firms and corporations throughout the world in your discretion to perform any or all of the services which you have agreed to perform hereunder. Your services hereunder are not exclusive and you shall at all times be free to perform the same or similar services for others as well as engage in any and all other business activities. You shall only be required to render reasonable services as and when reasonably requested by me. Due to the difficulty which we may have in determining the amount of services to which I may be entitled, it is agreed that you shall not be deemed to be in default hereunder until and unless I shall first

deliver to you a written notice describing the exact service which I require on your part and then only in the event that you shall thereafter fail for a period of fifteen consecutive days to commence the rendition of the particular service required. You shall not be required to travel or to meet with me at any particular place or places except in your discretion and following arrangements for costs and expenses of such travel.

In compensation for your services I agree to pay to you, as and when received by me, and during and throughout the term hereof, a sum equal to \_\_\_\_\_ percent of any and all compensation, sums and other things of value which I may receive as a result of my activities in and throughout the entertainment, amusement, musical recording and publishing industries, including any and all sums resulting from the use of my artistic talents and the results and proceeds thereof and, without in any manner limiting the foregoing, the matters upon which your compensation shall be computed shall include any and all of my activities in connection with matters as follows: motion pictures, television, radio, music, literary, theatrical engagements, personal appearances, public appearances, in places of amusement and entertainment, records and recordings, publications, and the use of my name, likeness and talents for purposes of advertising and trade. I likewise agree to pay you a similar sum following the expiration of the term hereof upon and with respect to any and all engagements, contracts and agreements entered into during the term hereof relating to any of the foregoing, and upon any and all extensions, renewals and substitutions thereof.

In the event of any dispute under or relating to the terms of this agreement it is agreed that the same shall be submitted to arbitration to the American Arbitration Association in (Insert New York City or Los Angeles) \_\_\_\_\_ and in accordance with the rules promulgated by the said association. In the event of litigation or arbitration the prevailing party shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this agreement.

This agreement shall be deemed to be executed in the State of \_\_\_\_\_ and shall be construed in accordance with the laws of said State. In the event any provision hereof shall for any reason be illegal or unenforceable then, and in any such event, the same shall not affect the validity of the remaining portions and provisions hereof.

This agreement is the only agreement of the parties and there is no other or collateral agreement (oral or written) between the parties in any manner relating to the subject matter hereof.

If the foregoing meets with your approval please indicate your acceptance and agreement by signing in the space hereinbelow provided.

Very truly yours,(Artist) \_\_\_\_\_

I DO HEREBY AGREE TO THE FOREGOING

Manager

## ARTIST PRODUCER CONTRACT

Date: \_\_\_\_\_

This shall serve as the sole agreement between \_\_\_\_\_ (hereinafter referred to as "Producer") for services in producing Master Recordings, (hereinafter referred to as "Masters") for and of the recording artist(s) professionally known as \_\_\_\_\_ (hereinafter referred to as "Artist").

1. The term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer's services.

2. (a) Recording sessions for the Masters shall be conducted by Producer under this Agreement at such times and places as shall be mutually designated by Artist and Producer. All individuals rendering services in connection with the recording of Masters shall be subject to Artist's approval. Artist shall have the right and opportunity to have Artists representatives attend each such recording session. Each Master shall embody the performance by the Artist of a single musical composition designated by the Artist, and shall be subject to Producers approval as technically satisfactory for the manufacture, broadcast and sale of phonorecords, and, upon Artists request, Producer shall re-record any musical composition or other selection until a Master technically satisfactory to Artist shall have been obtained, provided additional production costs will be paid by Artist. Producer agrees to begin preproduction, rehearsals, and recording on \_\_\_\_\_, 20\_\_\_\_.

(b) Producer shall deliver to Artist a two-track stereo tape suitable for duplication and manufacture of phonorecords for each Master. All original session tapes, rough mixes and any derivatives or reproductions thereof shall also be delivered to Artist, or, at Artists election, maintained at a recording studio or other location designated by Artist, in Artists name and subject to Artists control.

3. All Masters produced hereunder, from the inception of the recording thereof, and all phonorecords and other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof, shall be entirely Artists property, free of any claims whatsoever by Producer or any other person or person engaged in the production of the Masters. (It being understood that for copyright purposes Producer and all persons rendering services in connection with such Masters shall be Contractors for hire).

4. (a) Conditioned upon Producer's full and faithful performance of all the terms and provisions hereof, Artist shall pay Producer, as an advance recoupable by Artist from any and all royalties payable by Artist to Producer hereunder, the sum of \$ \_\_\_\_\_ DOLLARS payable upon commencement of recording, and the balance upon the delivery to you of the Masters.

(b) Notwithstanding anything contained in (a) above to the contrary:

(i) in the event the Masters are released on any label other than \_\_\_\_\_ or it's subsidiary or affiliate label or labels, Producer shall not receive a royalty in connection with the sale of such records;

(ii) in the event the Masters are released on the \_\_\_\_\_ label or a subsidiary or affiliate label, Producer shall be paid in respect to the sale of such phonorecords a royalty rate of three percent (3%) of the suggested retail price of each phonorecord sold and paid for in the United States. Payments of royalties from foreign sources shall be ONE HALF of the United States royalty rate. All fees paid to Producer hereunder shall constitute recoupable advances which shall be recouped prior to further payment of royalties.

5. Producer has agreed to assist Artist in presenting the Masters to major record companies in pursuit of a record production agreement with a major label. Producer understands that Artist will also be presenting the Masters to major labels and that Producer will not be Artists exclusive representative. Therefore, Producer agrees to notify Artist prior to making any formal contact with representatives of any major record company on Artists behalf in order to coordinate respective efforts and agrees to contact on Artists behalf only those companies mutually agreed upon. In the event Artist enters into a record production agreement with a major label for the Masters recorded hereunder and the further services of Artist as a result of substantial efforts and negotiations by Producer with such company within the period of ONE YEAR following the completion of the Masters Artist agrees to pay Producer a commission of six percent (6%) of the actual cash advances (exclusive of recording budgets) received by Producer upon execution of said agreement. A major record company as defined herein shall be a company or corporation with gross sales of one million (1,000,000) units in the current calendar year.

6. Producer hereby warrants, represents, and agrees that he is under no disability, restriction, or other incumbency with respect to his right to execute and perform the services described in this Agreement.

7. Artist shall have the right, at Artists election, to designate other producers for recording sessions with the Artist, in which event Producer shall have no rights hereunder with respect to the Masters produced at such other recording sessions.

8. Artist shall have the right, at Artists election, to assign any of Artists rights hereunder, in whole or part, to any subsidiary, affiliated, or related company, or to any person, firm or corporation acquiring rights in the Masters produced hereunder.

9. (a) This contract sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No amendment or modification of this contract shall be binding unless confirmed in writing by both parties.

(b) Artist shall not be deemed to be in breach of any of Artists obligations hereunder unless and until you have given Artist specific written notice of the nature of such breach and Artist have failed to cure such breach within thirty (30) days after Artists receipt of such notice.

(c) Nothing herein contained shall constitute a partnership or joint venture between Artist and Producer.

(d) This contract has been entered into in the State of \_\_\_\_\_, and its validity, construction, interpretation, and legal effect shall be governed by the laws of the State of \_\_\_\_\_.

(e) This contract shall not become binding and effective until signed by Artist and Producer.

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**PRODUCER**

Agreed and Accepted:

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**ARTIST**

ARTIST - MASTER PRODUCER CONTRACT

1. This is an agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in, \_\_\_\_\_, between the undersigned MASTER PRODUCER and the undersigned ARTIST.

2. The ARTIST has signed a recording contract with the following RECORD COMPANY: \_\_\_\_\_ And the date of the contract was \_\_\_\_\_ 20\_\_\_\_.

3. In this agreement RECORD COMPANY promised to make royalty payments to ARTIST.

4. ARTIST promises to pay to MASTER PRODUCER the following percentage of the amounts received by ARTIST from RECORD COMPANY:

5. ARTIST promises to make the payments to MASTER PRODUCER as soon as the check from the RECORD COMPANY is received by ARTIST.

6. ARTIST promises to send all royalty statements (or copies) and other communications (or copies) from RECORD COMPANY to MASTER PRODUCER.

7. ARTIST hereby instructs his bookkeepers and accountants to make available for inspection and copying the RECORD COMPANY contract and all statements rendered by the RECORD COMPANY to the ARTIST.

8. This agreement does not cover and is not intended to cover any agreement between the RECORD COMPANY and anyone else (including the ARTIST and the MASTER PRODUCER) concerning song publishing and mechanical licenses. In the event either is entitled to share in songwriting and/or publishing rights and/or royalties, a separate agreement will cover that aspect.

9. ARTIST hereby requests, instructs, authorizes and empowers RECORD COMPANY to pay said percentages directly to MASTER PRODUCER.

10. The duration of this agreement commences as of the date of the contract between ARTIST and RECORD COMPANY, and shall continue as long as ARTIST is entitled to monies from RECORD COMPANY.

IN WITNESS WHEREOF we have entered into this written agreement as of the date above written.

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

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

## ARTIST RECORDING CONTRACT

1. AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ (herein called "the Company") and \_\_\_\_\_ (herein called "the Artist") for the tendering of personal services in connection with the production of Commercial Sound Records.

2. This agreement shall remain in effect for a period of \_\_\_\_\_ from the date hereof, and during that period you will, at mutually convenient times, come to and perform at the Company's recording studios for the purpose of recording \_\_\_\_\_ selections or more than this number if the Company so desires.

In consideration of this Agreement and without further payment than as herein provided for yourself, you grant to the Company, its associates, subsidiaries and nominees (1) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any or all fields of use, throughout the world, or to refrain therefrom, throughout the world or any part thereof, records embodying the performances to be recorded hereunder, upon such terms and conditions as the Company may approve; (2) the right to use your name and photograph if desired, in connection with the exploitation of said records; and (3) all rights in and to the matrices and records, and the use and control thereof, upon which are reproduced the performances to be recorded hereunder.

3. The Company will pay you for the rights granted herein and the services to be rendered hereunder by you a royalty of \_\_\_\_\_ cents for each double-faced record manufactured and sold throughout the world by the Company or its associates or subsidiaries, on both faces of which are embodied any of the selections recorded hereunder. In case of records manufactured and sold by the Company on only one face of which is embodied a selection recorded hereunder, the amount of royalty shall be one-half of the amount set forth above, excepting in cases where the recording shall be of full length on one side (in such case as a Compact Disk).

4. Payment of accrued royalties shall be made semi-annually on the first day of \_\_\_\_\_ for the period ending \_\_\_\_\_, and on the first day of \_\_\_\_\_ for the period ending \_\_\_\_\_ of each year. The Company, however, shall have the right to deduct from the amount of any statements, or accounts of royalties due, the amount of royalties previously paid to you or records subsequently returned, either as defective or on exchange proposition.

5. You agree that during the period of this Agreement you will not perform for any other person, firm or corporation, for the purpose of producing commercial sound records, that after the expiration of this Agreement you will not record for anyone else any of the musical selections recorded hereunder, and that in the event of a breach of this covenant, the Company shall be entitled to an injunction to enforce same, in addition to any other remedies available to it.

6. The Artist hereby warrants that he has no oral or written obligations contracts, or agreements of whatever nature entered into prior to the signing of this agreement which are now in force and binding and which would in any way interfere with carrying out this agreement to its full intent and purpose.

7. If any instrumental musicians whose services are engaged hereunder are members of the American Federation of Musicians, the following provision shall be deemed to be a part of this agreement:

"As the musicians engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed as to interfere with any obligation which they owe to the American Federation of Musicians as members thereof."

8. It is mutually understood and agreed that in the event the license issued to the Company by the American Federation of Musicians, and pursuant to which the Company engages the services of Federation members as instrumental musicians, should be revoked or terminated, with or without cause, and in the event you or any of the members of the Musical Organization are members of the Federation, the Company may, at its option, terminate and cancel this agreement without liability to you.

9. The Company shall have the privilege and option to extend this Agreement from the date of its expiration for a period equal to the terms of this Agreement by giving to you notice in writing of its exercise of such option and its election to continue. Such notice shall be given to you personally or be mailed to your last known address not less than ten days prior to the expiration of this Agreement. Upon the giving of such notice this Agreement shall be continued and extended for such further period upon the same terms as those above set forth.

ACCEPTED AND AGREED TO:

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BY:

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## ARTIST TECH RIDER

1. ARTIST'S Requirements Are as follows:
2. PRESENTER agrees to provide the following:
  - a. Suitable and appropriate hall for the performance of the ARTIST. Rooms, hallways and stage shall be cleaned to the satisfaction of the ARTIST or ARTIST'S representative.
  - b. At least \_\_\_\_\_ separate changing rooms adequate for up to \_\_\_\_\_ performers.
  - c. Technical staff necessary for set-ups, strikes (including light and stage arrangements), and run of show as specified in technical requirements. Additionally, all facilities shall be staffed as may be necessary for all activities including concession sales, plus staffed for the performances.
  - d. Tickets, sales of tickets and all front of house personnel; all advance publicity including announcements, mailings and printed performance programs. Presenters are to return all unused materials immediately after performance.
  - e. Access to performance space(s) and crew the entire day of performance, plus adequate rehearsal time preceding performance in the same space and with the same crew, plus a full technical rehearsal prior to the performance. Lighting focus shall be completed \_\_\_\_\_ in advance of performance.
  - f. Theater / performance space ground plans and instrument / equipment inventory \_\_\_\_\_ weeks prior to ARTIST'S arrival; equipment necessary to all or any activities of performance / residency as listed in technical requirements. Details of such needs to be sent with other stage and technical requirements (See TECHNICAL REQUIREMENTS).
  - g. A hot meal ( \_\_\_\_\_ ) after sound check on the day of performance for ARTIST. Also, bottled water for each artist during performance.
  - h. A conspicuous location where ARTIST's merchandising can be sold, including \_\_\_\_\_ standard table and \_\_\_\_\_ chairs.
  - i. Parking spaces, validation or coverage for performers and technical staff, if needed.
  - j. All lodging for performers and technical staff .
  - k. Upon request, a minimum of \_\_\_\_\_ ( ) complimentary tickets to said performance.

3) ARTIST agrees to provide the following:

a. Press kits including photographs, articles, reviews and program copy.

b. Program copy supplied shall be reproduced in full and exactly as offered to the PRESENTER in all printed programs. All references to the ARTIST in paid or unpaid advertising, announcements, house boards, flyers, posters, publicity releases and any other promotional materials for the service (s) above shall be as follows:

Name of Artist \_\_\_\_\_

The ARTIST shall have the right to alter the performance program sent to the PRESENTER at any time up to and including the performance.

c. Availability for newspaper, magazine, radio and television interviews as desired by PRESENTER, if logistically feasible.

TECHNICAL REQUIREMENTS ( to be furnished by PRESENTER ):

a. STAGE: Requirements for stage are a minimum of \_\_\_\_\_ feet wide by \_\_\_\_\_ feet deep of flat surface, without any obstruction (such as, but not limited to nails, broken floor boards, electrical outlets, poles, wires). All flooring, masking and hanging / circuiting / patching of light plot will be completed before arrival of ARTIST.

b. FLOOR: All nails and staples must be removed, holes filled or taped and unused floor pockets covered. The floor and wings must be clean, and swept, prior to rehearsal and performance.

c. LIGHTING: ARTIST carries no lighting equipment. It is mutually understood that a light plot for the individual theater will be formulated by the PRESENTER, and that the PRESENTER's technical staff will take care of all lighting design, hanging and loading in for this event. It is also mutually understood that all lighting design and technical aspects of this event must receive prior approval of ARTIST.

d. SOUND: ARTIST carries no sound equipment. PRESENTER must provide a first class sound system that includes:

1. \_\_\_\_\_ main house amplifier (s) of \_\_\_\_ wattage each
2. house speaker system including \_\_\_\_\_
3. \_\_\_\_\_ ( ) downstage stage monitor speakers
4. separate mixer for monitors:
5. \_\_\_\_\_ ( ) microphones and stands: \_\_\_\_\_ vocal mics; \_\_\_\_\_ boom stands, \_\_\_\_\_ regular \_\_\_\_\_ percussion mics on boom stands.
6. headset intercom system with stations for the Stage Manager, Electrician (s), Sound Technician, Follow Spot Operator and Curtain Man
7. \_\_\_\_\_ reverb and delay units for vocal mics
8. mixing board with \_\_\_\_\_ inputs and technician, plus technician for monitors on stage with reverb available.
9. \_\_\_\_\_ direct boxes

e. STAGEHANDS: This is not a yellow card attraction. Stagehands may be non-union unless local regulations require that union people be employed.

PRESENTER agrees to employ and pay all stagehands, whether union or non-union, including loaders, if required. Stagehands must be the same people for both rehearsal and performance.

1. Technical Director with working knowledge of facility and with authority to represent PRESENTER to act as assistant to the Stage Manager at all times.

2. Stagehands (number to be determined by Technical Director) are required to work the set-up prior to ARTIST arrival and four ( ) are required for rehearsal and performance as follows:

- monitor technician on stage
- "guitar" technician to assist guitarist during show (can be a staff tech)
- deck technician (may double as spot operator)
- light board operator (and assistant if necessary)
- sound technician for front of house

f. DRESSING ROOMS: The PRESENTER will provide \_\_\_\_\_ ( ) clean, private dressing rooms, one for \_\_\_\_\_ and the other \_\_\_\_\_ for up to \_\_\_\_\_ band members, and not allowing public access to the performance area. Each room must have make-up lights and mirrors, chairs and tables, costume rack, nearby lavatory and sink, and be close to the stage. The PRESENTER must also supply \_\_\_\_\_, bottled water, and healthy snacks. In addition, the dressing rooms are to be heated or cooled to the ARTIST's satisfaction.

g. REHEARSAL SPACE: Stage must be available for sound check and rehearsal three ( ) hours prior to showtime.

## BOOKING CONTRACT

**THIS CONTRACT**, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, is for the personal services of the Musician(s) for the performance described below. The undersigned employer and the undersigned musician(s) agree and contract as follows:

1.     **NAME OF MUSICIAN(S):**
  
2.     **NUMBER OF MUSICIAN(S):**
  
3.     **NAME AND ADDRESS OF PLACE OF PERFORMANCE**
  
4.     **DATE(S) OF PERFORMANCE:**
  
5.     **TIME(S) OF PERFORMANCE:**
  
6.     **WAGE AGREED UPON:**
  
7.     **DEPOSIT:**
  
8.     **PAYMENT OF BALANCE TO \_\_\_\_\_  
MADE IN U.S. CURRENCY OR CERTIFIED CHECK AT THE END OF PERFORMANCE.**
  
9.     **ADDITIONAL TERMS:**
  
10.    This contract constitutes a complete and binding agreement between the employer and the musician(s). AGENT acts only as agent and assumes no responsibility as between the employer and the musician(s).
  
11.    In case of breach of this contract by Employer, the Employer agrees to pay the amount    stated in Section 6 as mitigated damages, plus reasonable attorney's fees, court costs, and legal interest.
  
13.    The Employer agrees to be responsible for harm, loss, or damage of any kind to musician(s) person or property while located at the place of performance (Section 3 herein).
  
14.    The persons signing for Employer and the Musician(s) agree to be personally, jointly and severally liable for the terms of this contract.

\_\_\_\_\_  
for Employer

\_\_\_\_\_  
for Musician(s)

BROAD RIGHTS LICENSE

1. The musical composition (the "Composition") covered by this license is:

\_\_\_\_\_.

2. The motion picture (the "Motion Picture") covered by this license is tentatively titled:

\_\_\_\_\_.

3. The type and number of uses of the Composition to be recorded are: One (1) Background Vocal Use, not to exceed

4. The "territory" covered hereby is: the entire world.

5. IN CONSIDERATION of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars: \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars of which is for exhibition in motion picture theatres and television broadcasts and \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars of which is for audio-visual devices as further described in paragraphs 9 and 10, to be paid upon the execution and delivery hereof, \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Publishers) hereby grants to \_\_\_\_\_, its successors and assigns (hereinafter referred to as the "Producers) the non-exclusive right, license, privilege and authority to record, dub and synchronize on film or videotape in each country of the territory, the aforesaid type and use of the Composition in synchronization or in timed-relation with the Motion Picture, but not otherwise, and to make copies of such records and import said recordings and/or copies thereof into any country throughout the territory, and to exhibit, distribute, exploit, market and perform said Motion Picture throughout each country in the territory all in accordance with and subject to the terms and limitations hereinafter set forth.

6. Publisher hereby grants to Producer the non-exclusive right and license to publicly perform for profit or non-profit and authorize others so to perform the Composition in the exhibition of the Motion Picture to audiences in motion picture theatres and other places of public entertainment where motion pictures are customarily exhibited in the United States and its territories and possessions ("the U.S."), including the right to televise the Motion Picture into such theatres and such other public places, with the understanding and upon the condition that the Motion Picture shall not be exhibited in the U.S. by means of television for any other purpose whatsoever, until and unless licensed therefore as hereinafter provided.

7. The right to exhibit the Motion Picture in the U.S. by means of television (other than as described in paragraph 6 hereinabove), including by means of "pay television", "subscription television", "CATV" and "closed circuit into homes television", is and shall be available only under the following circumstances:

(a) The Motion Picture may be exhibited by means of television by networks, local stations or closed circuits having valid performance licenses therefor from the American Society of Composers, Authors and Publishers ("ASCAP") or Broadcast Music, Inc. ("BMI"), as the case may be.

(b) Exhibition of the Motion Picture by means of television by networks, local stations or closed circuits not licensed for television by ASCAP or BMI is subject to clearance of the performing rights either from Publisher or ASCAP (or BMI) or from any other licensor acting for or on behalf of Publisher.

8. Irrespective of any of the foregoing, it is understood that clearance by performance rights societies in such portion of the territory as is outside of the U.S. will be in accordance with their customary practices and the payment of their customary fees.

9. Subject to the provisions set forth in paragraphs 9, 10, and 11 herein, Publisher hereby grants to Producer, in each country of the territory, the non-exclusive right to cause or authorize the fixing of the Composition embodied in the Motion Picture on audio-visual contrivances of the Motion Picture such as video cassettes, video tapes, video-records and similar compact audio-visual devices ("Video-Records") and:

(a) to utilize such Video-Records for any of the purposes, uses and performances hereinabove set forth: and

(b) to sell, lease, license or otherwise make such Video-Records available to the public as a device solely for "home use" (as such term is commonly understood in the phonograph record industry).

10. (a) The amount set forth in paragraph 5 herein regarding the rights granted in paragraph 9 above, shall be deemed payment in full for the first 50,000 units sold.

(b) Producer shall render to Publisher semi-annual reports within forty-five (45) days after June 30 and December 31 of each year hereafter, setting forth the number of units sold.

(c) Producer shall notify Publisher in writing when sales have reached no less than 40,000 units and no more than 45,000 units. At such time, if it is anticipated that sales will exceed 50,000 units, additional payment by Producer to Publisher shall be made and such shall be negotiated in good faith.

(d) The rights granted in paragraph 9 specifically exclude sales of Video-Records in excess of 50,000 units. All sales in excess of 50,000 units which have not been licensed in accordance with paragraph 10(c) shall be considered an infringement of copyright and actionable thereby.

11. Producer may exercise the rights granted under paragraph 9(b) hereof in such portion of the territory as is outside the U.S. only pursuant to agreements, licenses or arrangements made with sub-publishers, agents or other licensees or parties who then control such rights in the Composition in such portion of the territory as is outside the U. S.

12. This license does not authorize or permit any use of the Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of the Composition, to use the title or subtitle of the Composition as the title of a motion picture, to use the story of the Composition or to make any other use of the Composition not expressly authorized hereunder.

13. The recording and performing rights hereinabove granted include such rights for air, screen and television trailers solely for the advertising and exploitation of the Motion Picture. The rights granted in this license specifically exclude television trailers on network TV stations. Producer shall have the right to utilize the Composition in advertisements of the Motion Picture as long as such use does not exceed five (5) seconds in duration and such use is within the context of the scene in which the Composition appears in the Motion Picture.

14. The recording and performing rights hereinabove granted shall endure for the periods of all copyrights in each country of the territory in and to the Composition, and any and all renewals or extensions thereof in each country of the territory that Publisher, its successors or assigns may now own or control or hereafter own or control.

15. Publisher warrants only that it has the legal right to grant this license and this license is given and accepted without any other warranty or recourse. If said warranty shall be breached in whole or in part, Publisher shall either repay to Producer the consideration theretofore paid to Publisher for this license to the extent of the part thereof which is breached or shall hold Producer harmless to the extent of the consideration theretofore paid to Publisher for this license. In no event shall the total liability of the Publisher exceed the consideration received by it hereunder.

16. Publisher reserves all rights not expressly granted to Producer hereunder for its use and disposition anytime, anywhere. All rights granted hereunder are granted on a non-exclusive basis.

17. Producer agrees to furnish Publisher with a copy of the music cue sheet for the Motion Picture within thirty (30) days (excluding "Sneak Previews") after the first public exhibition of the Motion Picture at which admission is charged.

18. Producer agrees that prior to exercise of the rights granted pursuant to paragraph 9(b) hereinabove, Producer shall notify Publisher in writing of its intention to exercise such rights, including the proposed date of first use.

19. In the event Producer gives credit to any of the owners of musical compositions incorporated in the Motion Picture, Producer agrees to give Publisher the following credit in substantially the following manner:

20. This license in its entirety (both recording and performing rights) shall terminate if the license fee pursuant to paragraph 5 due under this agreement has not been paid in full within ten (10) days of any public performance of the recording of the Composition in the exhibition of the Motion Picture.

21. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

22. This license shall be governed by and subject to the laws of the State of \_\_\_\_\_ applicable to agreements made and to be wholly performed within such State.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the \_\_\_ day of \_\_\_\_\_.

If the foregoing correctly reflects your understanding and agreement, please so indicate by signing below.

Very truly yours.

PUBLISHER:

\_\_\_\_\_

PRODUCER:

\_\_\_\_\_

## BROADCAST/RECORDING CONTRACT

**THIS AGREEMENT** entered into this \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Program") and \_\_\_\_\_, (hereinafter jointly and severally referred to as the "Artist").

**FOR AND IN CONSIDERATION** of mutual covenants set forth, the parties do hereby agree as follows:

### ARTICLE I: PERFORMANCE

Artist hereby grants permission to record Artist's performance for the purpose of radio re-broadcast at the following date and location and under the following terms:

1. **NAME OF ARTIST-** \_\_\_\_\_  
**NUMBER OF ARTISTS** \_\_\_\_\_
2. **PLACE OF ENGAGEMENT-**
3. **DATE OF ENGAGEMENT-**
4. **HOURS OF ENGAGEMENT-**
5. **LOAD IN TIME-** \_\_\_\_\_ **SOUND CHECK TIME-** \_\_\_\_\_

### ARTICLE II: WARRANTIES AND REPRESENTATIONS

1. The Program hereby warrants and represents that the use of the Master recordings of the Artist's performance shall be used for the sole purpose of broadcast on the syndicated radio program now known as "\_\_\_\_\_". Copies of recordings embodying the Artist's performance shall not be licensed, leased or sold to any other person, firm or corporation for any purpose other than that of radio broadcast of the Program.

### ARTICLE III: RECORDING

1. **THE PURPOSE** of this performance is to record Artist for the syndicated radio program now known as "\_\_\_\_\_". Artist grants license for this recording under the following terms and conditions:

(a) **ALL RECORDINGS** and all cassettes and other reproductions made therefrom together with the performances embodied therein, shall be entirely the property of the Program, free from any claims whatsoever by you or any person deriving any rights or interests from you except as specified in ARTICLE V paragraph 3 below. Without limitation of the foregoing, we shall have the right to make reproductions requested by radio and/or media of the performances embodied in such recordings by any method now or hereafter known for the purpose of broadcasting the performances embodied therein.

(b) **THE PROGRAM** shall have the right to use and allow others to use your name, facsimile signature, and likeness and Artist's biographical material for advertising and promoting Artist's appearance on the Program.

#### **ARTICLE IV: TERM OF AGREEMENT**

1. **THIS AGREEMENT** is non-exclusive and Artist retains the right to record for any other person, firm or corporation. Artist grants this license to broadcast and license to radio operators copies of Artist's performance stated herein for a period of **TWO (2) YEARS** from the date of execution of this Agreement with an option for both the Artist and the Program to extend this period an additional **TWO (2) YEARS**.
2. **SUCH EXTENSION** and renewals shall commence at the expiration of the term of the Agreement unless it shall have been extended, in which event it shall commence at the latest expiration date of any such extension. Such options will be exercised by written notice to your last known mailing address mailed to you or to us not later than **TEN (10) DAYS** prior to the expiration of the terms of this Agreement or any extension thereof and all such extensions and renewals must be mutually agreed upon.

#### **ARTICLE V: ADDITIONAL TERMS AND CONDITIONS**

1. **ON EACH COPY** of the transcriptions of the Program embodying the Artist's performance, the following will be printed:
  - (a) Artist's name and the names of the additional performers in Artist's band;
  - (b) Artist appears courtesy of "\_\_\_\_\_ **RECORDS**";
  - (c) The song titles, author's name and publishing affiliate (i.e. BMI, ASCAP, SESAC,..) when this information is furnished to the Program by the Artist or Artist's representative.
2. **ARTIST SHALL RECEIVE ONE COPY** in each format of any transcription released to radio embodying Artist's performance herein at no cost to Artist. Artist shall have the option to buy additional transcriptions at a rate of **FIVE DOLLARS** per high speed cassette duplicate and **FIFTEEN DOLLARS** for each real time direct-from-digital duplicate.
3. **NINETY (90) DAYS** after the first national broadcast of the program, Artist shall have the option to purchase the Master Recording of the Artist's performance and all rights and copyrights pertaining thereto shall revert to the Artist for the set price of **TWO HUNDRED FIFTY (\$250) DOLLARS**. Artist agrees that in the event that the Master Recording is used for the manufacture and sale of records or other transcription, Artist shall give production and engineering credits to Program and/or its staff. Should Artist exercise said option, Artist shall receive one 16 bit digital copy of the entire performance in either VHS, DAT or BETA format. Transfer of the Master Recording to the Artist shall not affect this Agreement or the Program's right to broadcast the performance for the term of this Agreement.
  - (a) Artist may choose the material suitable for airplay by notifying the Program within **SEVEN (7) DAYS** of the date of performance which selections are suitable or unsuitable for airplay on the Program. Where Artist does not notify the Program of their selections, the Program shall select the best material in terms of performance and audio clarity.
4. **THIS AGREEMENT** shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall be governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_.

5. **THIS AGREEMENT** contains all the understandings, oral and written, of the parties and supersedes all previous agreements.

6. **IF ANY PORTION** of this Agreement is found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

**THE PARTIES** hereto have read, understand and agree on the terms and conditions set forth in this Agreement and by setting their hands to it do so agree.

\_\_\_\_\_

\_\_\_\_\_

for ARTIST

for PROGRAM

(street)\_\_\_\_\_

(city, state)\_\_\_\_\_

DATE:\_\_\_\_\_

TAPE DUB RECEIVED:\_\_\_\_\_

**BROADCAST RELEASE**

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

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

The above named Artist does hereby consent to the recording and the broadcast of reproduction(s) of the Artist's voice and music as part of the above named program (herein referred to as the "Program").

Artist does hereby acknowledge that \_\_\_\_\_ is the sole owner of all rights in and to the Program, and the recording thereof, for all purposes; and that \_\_\_\_\_ has the right, among other things, to broadcast the Program one or more times over any station or cable system. Any materials relating to the production and broadcast of the Program become property of \_\_\_\_\_.

Artist understands and agrees to receive no compensation for appearances on and participation in the Program.

Artist's name and likeness may be used in advertising and promotional material for the Program, but not as an endorsement of any product or service.

Artist hereby releases and discharges Station \_\_\_\_\_ from any and all liability arising out of or in connection with the making, producing, reproducing, processing, exhibiting, distributing, publishing, transmitting by any means or otherwise using the above-mentioned production.

All rights in and to Artist's performance described herein shall remain the sole property of the Artist and the rights granted herein are for radio broadcast only. This release does not include any rights to mechanical reproduction of the music in regards to phonorecords, compact discs or any other form of reproduction that may now exist or may come into being.

\_\_\_\_\_  
Artist

\_\_\_\_\_  
for \_\_\_\_\_

**COMMERCIAL MUSIC CONTRACT**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Purchaser") and \_\_\_\_\_ (hereinafter referred to as the "Licensor").

1. The Licensor hereby agrees to produce and deliver to the Purchaser the following radio/television commercial package under the following terms and conditions:

(a) The musical style of the commercial package desired by the Purchaser is described as : \_\_\_\_\_

(b) The vocal style most desired by the Purchaser can be generally described as \_\_\_\_\_.

(c) The length(s) of the Commercial(s) most desired by the Purchaser is \_\_\_\_\_ seconds long.

(d) The recommended lyrics or voice-over for the Commercial Package are as follows:

Introduction: \_\_\_\_\_  
\_\_\_\_\_

Bed: \_\_\_\_\_  
\_\_\_\_\_

Exit: \_\_\_\_\_  
\_\_\_\_\_

Additional Notes: \_\_\_\_\_  
\_\_\_\_\_

2. Licensor agrees to produce and deliver to the Purchaser the above stated commercial(s) within THIRTY (30) days.

3. Licensor agrees to follow as closely as possible the above stated outlines for production style and copy.

4. Licensor shall retain all rights and copyrights to the music, melody and lyrics to the commercial. The use of the music, melody and lyrics is only to be LEASED to the Purchaser for the territory herein specified for the term of this agreement

5. Licensor hereby warrants and represents that the music, melody, and lyrics of the commercial is new and original and does not infringe on the rights or copyrights of others. Licensor further agrees to defend Purchaser against any proceedings against him for copyright infringement. All costs of any such legal proceedings will be born entirely by the Licensor.

6. The period of this Agreement shall be for \_\_\_\_\_ years commencing on the date first above written. Purchaser has the option to renew this Agreement THREE (3) times of a period of one year each under the same terms as outlined in this Agreement.

7. Licensor agrees not to license the music, melody or lyrics to this particular commercial to any other person, firm or corporation within a radius of ONE HUNDRED (100) miles of the Purchasers broadcast center. This broadcast center is defined as \_\_\_\_\_.

8. Purchaser agrees not to broadcast or otherwise use the performance embodied in the commercial for any other market or region outside the aforementioned broadcast center without the express written approval of Licensor.

9. Licensor agrees to provide Purchaser, at no additional cost, one reel-to-reel (7 1/2 IPS) version and one cassette version of the commercial package. Additional tapes may be purchased at the following rate:

- (a) Reel-to-real copies \$ \_\_\_\_\_ each
- (b) Cassette copies \$ \_\_\_\_\_ each
- (c) Digital copies \$ \_\_\_\_\_ each

10. The term "commercial package", as used herein, is defined as the following:

- (a) one thirty second version with no vocals
- (b) one thirty second version with intro vocals
- (c) one thirty second version with outro vocals
- (d) one thirty second version with intro & outro vocals
- (e) one thirty second version with full vocals
- (f) one sixty second version with no vocals
- (g) one sixty second version with intro vocals
- (h) one sixty second version with outro vocals
- (i) one sixty second version with intro & outro vocals
- (j) one sixty second version with full vocals

11. Transfer, sale or reassignment of this lease by Purchaser is strictly forbidden without the written express consent of Licensor.

12. Licensor has the option at any time during the initial term of this Agreement to purchase from the Licensor all rights and copyrights to the music, melody and lyrics of this particular musical commercial. The purchase price of said rights shall be \$ \_\_\_\_\_. Upon payment of this amount Licensor will relinquish and release to Purchaser all rights and copyrights worldwide to the performance and ownership.

13. Payment of Licensor by Purchaser for the commercial package herein contained shall be as follows:

- (a) A deposit of \$ \_\_\_\_\_ shall be paid to Licensor at the time of execution of this Agreement;
- (b) The balance due Licensor shall be paid within TEN (10) days of the delivery and receipt by Purchaser of the completed commercial package.

14. The agreed upon price of the commercial package is \$ \_\_\_\_\_ per year for the exclusive right to use and re-use the commercial package for the specific area mentioned in Section 4 of this Agreement to be paid as outlined in Section 13 above. This price is exclusive of sales or any other taxes due payable from the sale of this license.

**THE PARTIES HERETO** do hereby agree to the conditions and terms of this Agreement and have so executed by signing below.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Licensor

## COMPOSER'S CONTRACT

THIS AGREEMENT, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, by and between \_\_\_\_\_ herein referred to as "Producer", and \_\_\_\_\_ herein referred to as "Composer", regarding the motion picture presently entitled \_\_\_\_\_ herein referred to as the "Picture".

Commencement Date of Scoring:

Completion Date of Scoring:

### 1. Employment:

Producer hereby employs Composer to write, compose, orchestrate, arrange, adapt, and conduct the recording of the musical score "Score" for the soundtrack "Soundtrack" of the Picture, and to render such other services as Producer may require in connection with the music for the Picture, including, without limitation, acquiring pre-existing music or other elements for the Soundtrack, and preparing and recording the music for trailers and television and radio advertisements for the Picture.

Further, if Producer so requests, and for no additional compensation Composer will conduct and re-record the Score for, and/or produce, one or more phonorecord albums "Albums" and/or 45 r.p.m. single phonorecords "Single" derived from or based on the Soundtrack, and will assist in the preparation of advertisements for the Albums and/or Single.

### 2. Compensation:

Provided Composer faithfully and completely keeps and performs each and all of Composer's obligations hereunder, Producer will pay Composer, as full and complete compensation hereunder for Composer's services hereunder and for all rights herein granted and agreed to be granted, the following:

- (i) For all of Composer's services hereunder (and all rights therein and thereto) including, without limitation, the conducting, orchestrating, producing, composing, writing, arranging, adapting and recording of the Score for the Picture, and if requested by Producer, for the Albums and Singles and all trailers and television and radio advertisements for the Picture and/or the Albums and/ or the Singles, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable as follows:

(a) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon execution hereof;

(b) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) two (2) weeks after delivery of the "locked cassette": and

(c) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon delivery of the materials set forth herein to Producer.

- (ii) With respect to the Albums and/or Singles, if any, Composer will receive compensation therefore as provided in Exhibit "B" attached hereto.

- (iii) Composer shall be given a 1/2" VHS copy of the film and copy of the publicity poster.

### 3. Credit:

Composer will be accorded credit in the manner and subject to the terms and conditions set forth in Exhibit "A" attached hereto.

#### 4. Terms of Employment

Composer's employment will be upon the terms and conditions set forth above, and those set forth in the Standard Terms and Condition and Exhibits attached hereto and incorporated herein by this reference.

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

Composer

Producer

#### STANDARD TERMS AND CONDITIONS

**1. Services:** Composer agrees:

A. To deliver in accordance with Paragraph 4 infra and the other terms and conditions hereof, a completed and recorded score on recording tape in all respects suitable for reproduction on the Soundtrack, and all other documents necessary to verify the costs incurred with respect to the Score and all rights granted to Producer hereunder as follows:

(i) the stereo-mix recodation of the Score on DAT (Digital Audio Tape). Such mix to be suitable for mastering in the manufacture of a soundtrack album. with all cue start times logged on a music cue sheet,

(ii) or a stereo mix on 1/2" 4 track tape with the music on tracks 1 & 2 and SMPTE time code on track 4, with all cues being in sync with the Picture, or

(iii) a multitrack tape (s), acceptable with the recording studio whereupon the mixing shall take place, with SMPTE time code on one track of each tape, and being in sync with the Picture.

(iv) At least \_\_\_\_\_ minutes in duration.

(v) Three (3) copies of the music cue sheet in connection with the Score.

B. That Producer may deduct and withhold from Composer's compensation hereunder (i) any deductions required by law; and (ii) without waiver by Producer of any right or remedy, an amount equal to any payments made to Composer hereunder for any period of suspension under the provision of Paragraph 5 infra;

C. That during Composer's employment hereunder, Composer will not render any services for Composer's own account or for others; and that Composer will not render any services in connection with phonorecords containing any music embodied on the Soundtrack, or otherwise written by Composer hereunder, from the date hereof and until five (5) years from the date of the release of the Picture in the United States of America;

D. To comply promptly, diligently and faithfully with all requirements, directions and requests and with all rules and regulations made by Producer in connection with the conduct of its business; to perform and render services conscientiously and to the full extent of Composer's ability and as instructed

by Producer in all matters, including those involving artistic taste and judgment; and to perform and render such services during Composer's employment hereunder whenever and wherever and as often as Producer may request or deem necessary or convenient; but Producer will not be obligated to cause or allow Composer to perform any services hereunder or to actually utilize any of the results or proceeds of Composer's services in the Picture or the Albums and/or Singles, or to produce, release or continue the distribution of the Picture of the Album and/or the Singles;

E. That, without limiting the generality of the foregoing, Composer will write and compose musical compositions and underscoring for the Picture as well as render services hereunder in connections with musical composition furnished by Producer (including assisting Producer in obtaining pre-existing music, lyrics and other elements for the Soundtrack). and will perform all services or duties customarily performed in the motion picture and television industry by a composer, lyricist, scorer, orchestrator, conductor, arranger, producer, and adapter with respect to the Picture, the Albums and/or the Singles (if requested to do so), and Producer may use musical and other works of persons other than Composer either in lieu of or in addition to the results and proceeds of Composer's services hereunder in the Picture, the Albums, and/or the Singles and the Advertisements. Producer will have the right to change or alter the character of the musical compositions and/or the recordings rendered by Composer hereunder. Producer will also have the right to require Composer to make such changes, modifications or additions to any and all musical compositions, recordings, production numbers, or special material composed or otherwise created by Composer hereunder as may be required or desired by Producer, and Producer may require Composer to write and compose musical compositions, lyrics, production numbers, special material, etc., in addition to those which may have been outlined by Producer to Composer prior to the commencement of services hereunder; and Producer may employ or engage other persons as composers, arrangers, orchestrators, copyists, adapters or conductor in connection with the Picture at any time;

F. That, in the event Composer does not complete Composer's services in connection with any advertisements for the Picture during the term hereof, Composer will, after the termination of Composer's services with respect to the Score, and at such time or times and places as may be designated by Producer, write, compose, orchestrate, adapt and/or conduct such musical compositions (music and lyrics) as may be required for the Advertisements, and Producer will not be obligated to pay Composer any additional compensation for such services in addition to the consideration herein provided; and

G. To promptly deliver to Producer all necessary cue sheets, original manuscripts, conductor's score, orchestrations, arrangements, instrumental and vocal parts and other music or recordings of every kind and nature prepared by or under the supervision of Composer hereunder.

## **2. Rights:**

A. Producer, as Composer's employer-for-hire, is and will be the owner and proprietor, exclusively and perpetually, of all rights of ever kind and character whatsoever, whether or not such rights are now known, in existence or contemplated, throughout the universe, in and to Composer's services and performances hereunder, all results and proceeds thereof regardless of their state of completion, all soundrecordings and mechanical and other reproductions containing the results and proceeds of such services, and any and all music, lyrics, titles, incidents, dialogue, characters, action, gags, material, ideas, inventions and other literary, dramatic and musical material written, composed, submitted, added, improvised, interpolated and invented by Composer in connection with the Picture, the Albums and/or the Singles and/or the Advertisements. The rights herein granted to Producer include, without limitation, the complete, unencumbered, exclusive and perpetual right throughout the universe to exhibit, record, reproduce, broadcast, televise, transmit, publish, copy, print, reprint, vend sell, distribute, license, perform and use for any purpose, in any manner, and by all means, whether or not now known, invented, used or contemplated and whether separately or synchronization or timed relation with the Picture or any excerpts thereof, or any other motion picture that Producer may produce, or any phonorecord, or otherwise, all or any part of the matters and things referred to in this Paragraph 2. Producer may add to, subtract from, arrange, re-arrange, revise and adapt all such material and the Picture in any manner, may interpolate any lyrics or other material written by other with any material written by Composer hereunder, and Composer hereby waives throughout the universe the "moral rights" of authors, as said term is commonly understood.

All such material and the copyrights therein (including any and all renewals and extensions thereof) in all jurisdictions will automatically be and become the property of Producer, who will be deemed to be the composer and author thereof; and Composer will be deemed to be acting entirely as Producer's employee-for-hire.

B. If at any time after the execution of this agreement Composer or any other person (s) exercises a right of termination which Composer or such other person (s) has or may have under any existing or future statute with respect to any rights granted herein, sold, conveyed or assigned, Producer and/or Producer's successors, heirs and assigns will have the first right to negotiate with Composer or such other person (s) for the purchase of such terminated rights, and if Producer and Composer or such other person (s) fail to agree upon a price for such purchase in such negotiation, Producer will have a right of first refusal with respect to any proposed sale or license of such rights or any of them negotiated by Composer or such other persons (s) with any other person or company. The Rights granted herein are in addition to and will not be construed in derogation of any right which Producer may have as a member of the public or pursuant to any other agreement. In the event Composer terminates any rights granted pursuant to this Agreement to this Producer and licenses or sells or otherwise assigns or transfers such rights to another entity, Composer shall grant to Producer for good and valuable consideration receipt of which is hereby acknowledged, 50 percent of any publishing rights reserved by Composer.

C. Notwithstanding anything to the contrary herein contained, if at any time after the execution of the agreement Composer or any other person (s) has or may have under any existing or future statute with respect to any rights herein granted, sold conveyed or assigned, then from and after the effective day of such termination no percentage compensation will accrue hereunder to Composer or any successor, heir, representative or assign of Composer.

D. Composer grants to Producer the right to issue and authorize publicity concerning Composer, and to use Composer's name and likeness and biographical data in connection with the distribution, exhibition, advertising, and exploitation of the Picture and/or the Albums and/or the Singles.

E. Without limiting the generality of the foregoing, Producer will have the right to sell, transfer, assign, license, or otherwise dispose of the Score and all or any part of its rights with respect to the Score and all or any part of its rights in and to the other results and proceed of Composer's services hereunder, the use of Composer's name, likeness and biographical data, and all of Composer's representations and warranties hereunder, to any person, firm, or corporation, specifically excluding, without limitation, the right to sign for publication any and all musical compositions (music and lyrics), arrangements and adaptations written or composed by Composer hereunder, and the right to nominate or designate the actual publisher thereof, and the administrator of the various rights protected by copyright. Producer may, when assigning such rights to a distributor, reserve to itself and its affiliates, subsidiaries and successors, free from payment of any fees or royalties to Composer whatsoever, synchronization rights throughout the universe in and to such musical compositions, arrangements and adaptations necessary to facilitate the exploitation of "Motion Pictures" [including without limitation, all television films (specifically including all episodes of any television series), video tape films or any films produced electronically] by any and all methods and means together with all licenses necessary for performance or exhibition of said "motion pictures", subject to the then existing rights of public performance societies outside the United States of America. Should Producer assign such rights to a distributor of the Picture, such distributor may, when assigning such rights to a publisher, reserve equivalent rights to itself.

(i) Composer shall be entitled to receive 100% of the "Writers Share" of monies due from the universal public performance of the Score as such sums may be paid by ASCAP, BMI, or other appropriate performing rights societies.

(ii) Composer shall be given copies of cue sheets filed with the appropriate performing rights society for this or any other use of the score.

F. Producer will have the right to make phonorecords, including without limitation, the Albums and/or Singles, embodying all or any portion of the compositions, arrangements, productions, recording and

adaptations written, composed, orchestrated, conducted and/or adapted by Composer in connection with the picture, and the right to designate any recording company for purposes thereof, Composer shall be entitled to receive royalties from sales of the Albums and/or Singles of the Albums and/or Singles, as recorded and released, contains a portion of the Score and if such portion is performed, conducted and/or produced by Composer, computed and determined in the manner set forth in Exhibit "B" attached hereto.

G. Composer will perform all acts and execute and deliver all documents necessary to secure or confirm any right herein granted to or acknowledged in Producer, or any other act consistent with the terms of the Agreement. Should Composer fail to execute and deliver any such documents, Producer will be deemed Composer's true and lawful attorney-in-fact for such purposes, such power being irrevocable and coupled with an interest.

### **3. Warranties:**

Composer represents, warrants and concurs that Composer is free to enter into this Agreement and is not subject to any obligation or disability which will or might prevent Composer from or interfere with Composer fully keeping and performing all of the covenants and conditions to be kept and performed by Composer hereunder, that Composer has not made, and will not make, nor purport to make any grant or assignment of rights which will or might conflict with or impair the complete enjoyment of the rights and privileges granted to Producer hereunder, and that all music, lyrics, and other musical material referred to in Paragraph 2 supra (except for materials provided to Composer by Producer) will be Composer's original work of authorship and will have been created during Composer's employment hereunder, will not be in public domain, will not be derived from any previously existing work, and will not infringe upon or violate any right or interest of any person, firm or corporation or violate any law, ordinance or other rule or reputation of any government entity. Composer will indemnify Producer against and save and hold Producer harmless from all claims, demands, actions, liabilities, costs and expenses (including attorney's fees) arising out of any breach or alleged breach of the foregoing representations and warranties, or any other provision hereof. These warranties will endure in perpetuity, regardless of the term hereof.

### **4. Commencement of Performance:**

It is the essence of this Agreement that Composer's services hereunder commence no later than the commencement Date referred to above, and that Composer's services with respect to the Score be completed no later than the Completion Date referred to above; provided, however, that Producer may at any time substitute a later date or dates for any or all of the foregoing dates.

### **5. Suspensions, Ect.:**

This Agreement will be deemed suspended without notice as to both services and compensation during all periods:

(i) that Composer does not render services hereunder because of illness, incapacity, default, or similar matter beyond Producer's control; or

(ii) because of any labor dispute, fire, flood, catastrophe, adverse weather conditions, illness or incapacity of the director or any principal members of the cast, war or governmental action, or any other unexpected or disruptive event sufficient to excuse performance of this Agreement as a matter of law.

If any such suspension exists for three (3) consecutive days or for five (5) nonconsecutive days or more, or in the event of any refusal or failure to perform or other default in the part of Composer or any statement by Composer or a representative of Composer indicating a breach or default by Composer hereunder, Producer may (but will not be required to) terminate this Agreement without waiver of any or all of Producer's rights or remedies under law or equity. Producer may investigate the nature and extent of any illness or incapacity suffered or asserted by Composer, and Composer will submit to

reasonable medical examinations in connection therewith, and may have Composer's own physician present at Composer's own expense. Any suspension and/or termination hereunder will not be deemed to be a waiver of any or all of Producer's other rights or remedies under law or equity.

**6. Recording Costs :**

Composer shall pay and be solely responsible for all recording costs and other costs in connection with the Score including but not limited to all studio rentals, musicians' salaries and all other costs and charges under A.F. of M. and A.F.T.R.A. regulations or any other applicable guild regulation, (including re-use fees), if applicable.

**7. Assignment:**

Producer may assign this Agreement or any of its rights and/or obligations hereunder to any person, firm or corporation. Composer may not assign or otherwise transfer any right or obligation hereunder any such assignment will be deemed null and void without force or effect.

**8. Notices:**

Any notices or right of election herein granted to Producer or Composer must be exercised, unless herein otherwise specifically provided, by written notice and will be served by either personal delivery, mail, or telegraph, all charges prepaid. Any notice given by Producer to Composer may be addressed to Composer personally or to Composer's duly authorized agent. Any written notice which Producer is required or may desire to give will be given by addressing the same to Composer at Composer's address shown on the date hereof, or at such other place as may be designated in writing by Composer, or at the address of Composer last known to Producer. All notices hereunder, except for a change of address, will be deemed given as of the date of postage or delivery to a telegraph office, all charges and postage prepaid, or upon the personal delivery of same to the party receiving such notice. Any notices which Composer is required or may desire to give to the Producer hereunder will be in writing and given by addressing the same to Producer at its address shown on the face hereof.

**9. Governing Law:**

This Agreement is entered into in the State \_\_\_\_\_ and will be subject to and governed by the laws of said State. Any lawsuit or action by Composer against Producer arising out of or otherwise relating to this Agreement will be filed and presented in the county \_\_\_\_\_, State of \_\_\_\_\_.

**10. Remedies:**

The services to be rendered by Composer hereunder and the rights and privileges herein granted to Producer by Composer are of a special, unique, unusual and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and a breach by Composer of any of the provisions hereof will cause Producer irreparable injury and damage. Producer will be entitled to injunctive and other equitable relief to prevent Composer's breach or provide redress for such breach or attempted breach of this Agreement, but resort to such equitable relief shall not constitute a waiver of any of Producer's other rights or remedies. If Producer breaches any provision, covenant or warranty of, this Agreement, Composer's sole remedy will be the recovery of monetary; damages in an action at law, and in no event will Composer be entitled to enjoin the release and distribution of the Picture and/or the Albums and/or the Single to any other equitable relief. Producer will not be deemed to be in breach of this Agreement unless Producer has failed to cure an asserted breach within thirty (30) days after receipt of written notice by Composer to Producer specifying in detail the nature of such asserted breach by Producer.

**11. Paragraph Heading:**

The headings or titles of the several paragraphs of this Agreement are inserted solely for convenience and are not a part of, nor will they be used or referred to in the interpretation of any provision of this Agreement.

1 2. Taxes:

Producer will have the right to deduct, without liability to Composer, from the consideration payable to Composer pursuant to this Agreement, all taxes, withholdings and any other payments required to be withheld by any governmental body, agency or entity, or under the terms of any collective bargaining agreement.

**13. Indemnity:**

In the event any person, firm or corporation makes any claim or demand against Producer which is inconsistent with any warranty, representation or agreement made or purported to be made by Composer hereunder, Composer will indemnify and hold Producer and its assignees harmless from and against any and all costs, damages, expenses, attorneys' fees, liabilities, settlements and judgments arising therefrom .

**14. Entire Agreement:**

This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings relating thereto. This Agreement may not be modified or amended nor any provision hereof waived, except by a writing signed by the party against whom such modification, amendment or waiver is being asserted, and any failure to enforce any term or condition of this agreement will not be deemed a waiver of such term or condition.

**15. Miscellaneous:**

Nothing herein contained will be construed so as to require the commission of any act contrary to law and wherever there is a material conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter will prevail, but in such event the provision of this Agreement affected will be curtailed or limited only to the extent necessary to bring to within legal requirements. Without limiting the generality of the foregoing, in the event any compensation or other monies payable hereunder are in excess of the amount permitted by any statute, law, ordinance or regulation, payment of the maximum amount allowed thereby will constitute full compliance by Producer with the payment requirements of this agreement.

This Agreement will inure to Producer's benefit, and to the benefit of all persons, firms or corporations who may have heretofore or may hereafter acquire the right to broadcast, distribute, exhibit, advertise and/or otherwise exploit the Picture, the Albums and/or the Singles, or any of the results and proceeds of Composer's services hereunder.

**HERE ENDS THE STANDARD TERMS AND CONDITIONS**

**EXHIBIT "A"**

CREDIT INFORMATION (Composer)

Name of Composer

Picture:

Producer:

Contract Dated:

Composer will be accorded screen credit substantially in the form:

"MUSIC BY:

Notwithstanding the foregoing, screen credit will be given only if:

- (i) Composer faithfully and completely keeps and performs each and every covenant and condition on Composer's part to be kept and performed under the agreement to which this Exhibit "A" is attached;
- (ii) the Score of the Picture as released shall have been principally composed by Composer as determined in Producer's discretion; and
- (iii) only if this Agreement has not been terminated by reason of Composer's breach or default.
- (iv) credit in paid ads shall be at Producer's sole discretion.

## **EXHIBIT "B"**

### **PHONORECORD ROYALTIES**

Should Producer, or any subsidiary or affiliated company, or any company which may have the right to distribute the Picture, or any company which may be or become the owner of the Picture, or of the underlying literary property and screenplay, or any assignee or licensee of Producer, enter into an agreement ("Record Agreement") with one or more record companies ("Record Company") for the exploitation of the score ("Score") of the Picture by way of producing phonorecords of the Score including, without limitation, a soundtrack album based on the Picture ("Soundtrack Album") and/or any "singles" derived therefrom, and should such phonorecords embody the Score as performed by and/or conducted by Composer. Composer shall receive a royalty which royalty shall be computed and determined in all respects as follows:

1. Subject to Paragraph 4 below. If producer enters into a Recording Agreement that included the Composer's Score or any portion thereof, Producer and Composer shall share the gross receipts actually received by Concorde from all sources directly resulting from such Recording Agreement as follows: fifty percent (50%) to Producer and fifty percent (50%) to Composer. If Composer's score is a portion, and not the entire Soundtrack Album, Composer shall be entitled to receive as royalties a proportion of 50% of

gross receipts received by Concorde, which proportion shall be equivalent to the percentage of the Soundtrack Album actually embodying Composer's Score.

2. As to records sold outside the United States, its territories and possession, the retail list price shall be the list price per record for retail sales in the country of manufacture, or the United States, England, the country of sale, or the country of export or import, as Producer shall be paid. All royalties shall be computed in the national currency of the country of sale! and shall be paid at the same rate of exchange as the Record Company is paid, but if the Record Company does not receive payment in United States currency and elects to accept payment in a foreign currency, the Record Company may deposit to Composer's account, and at Composer's expense, in such currency, in a depository selected by the Record Company, any payments so received as royalties applicable to this agreement and will notify Composer accordingly. Such deposit shall fulfill the Record Company's obligation hereunder as to sales to which such royalty payments are applicable.

3. Composer agrees that Composer will not, from the date hereof until five (5) years after the general release of the Picture, produce, record, allow, authorize or in any manner participate in the manufacture or distribution of any phonorecord of any material performed, conducted and/or produced by Composer hereunder. Composer acknowledges that Composer's services are unique and extraordinary for which the recovery of monetary damages would be inadequate, and that Producer and/or the Record Company shall be entitled to injunctive and other equitable relief to enforce the provisions of this Agreement.

4. All recording and phonorecord masters manufactured hereunder regardless of their state of completion, and all Soundtrack Albums manufactured therefrom shall be entirely Producer's and/or the Record Company's property, free from any claims whatsoever by Composer or any person deriving any rights or interest from Composer, other than said expressly set forth herein. Producer and the to time to manufacture, by any method now or hereafter known, phonorecords and other reproductions on any medium or devices now or hereafter known of the material performed, conducted and/or produced by Composer hereunder, and to sell, transfer or otherwise deal in the same throughout the world under any trademarks, tradenames and labels, or to refrain therefrom. Producer and the Record Company shall have the right to use, and to allow others to use, Composer's name and biographical material concerning Composer for advertising and purposes of trade in connection with all phonorecords made pursuant to this agreement.

5. Notwithstanding anything stated herein or in the Record Agreement:

(a) All recording costs incurred by Producer and/or the Record Company for producing the soundtrack to the Picture, the Soundtrack Album, and all other costs chargeable by the Record Company against Producer or by Producer against Composer by reason of breach of the obligations and representation of Composer hereunder or under the terms of the Agreement to which this Exhibit "B" is attached (such right being without waiver of any right or remedy of Producer) (all of the foregoing being referred to hereinafter as the "Recoupable Costs") shall be recoupable from the Composer's Royalty.

(b) As used herein "recording costs" shall include, without limitation, the cost of all instrumental musicians, vocalists, conductors, arrangers, orchestrators, copyists, producers, etc., payments to a trustee or fund to the extent required by any agreement between Producer and/or the Record Company and any labor organization or trustee, all studio, tape, editing, mastering and other similar costs which are customarily recognized as recording costs in the phonograph record industry.

6. Producer or the Record Company shall compute Composer's royalties within ninety (90) days after June 30 and December 31 of each calendar year, and will pay such royalties, unless the Record Company uses a different accounting period, if any, (except for royalties deposited in foreign banks as aforesaid and less all Recoupable Costs) to Composer within said ninety (90) day period. Notwithstanding the foregoing, in the event the Record Company does not directly account to Composer hereunder, all statements and royalties, if any, hereunder shall be sent to Composer no later than sixty (60) days after receipt by Producer of an accounting by the Record Company. All royalty statements and other accounts rendered hereunder shall be binding upon Composer and not subject to any objection for any reason, unless such objection is made in writing stating the basis thereof, and delivered to Producer and the Record Company within one (1) year from the date of such statement, and unless suit is instituted within one (1) year after the date upon which the Record Company notifies Composer that it denies the validity of the objection.

**CONCERT PERFORMANCE CONTRACT**

**THIS ENTERTAINMENT AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (Buyer) \_\_\_\_\_ (hereinafter referred to as the "Buyer") and the entertainer or entertainers, if more than one, listed on Addendum A attached hereto and included herein (hereinafter referred to as the "Artist"), by and through their designated agent or representative ("Manager") identified below.

**WHEREAS**, Buyer conducts the annual event known as \_\_\_\_\_ (hereinafter referred to as the "Concert"); and

**WHEREAS**, Buyer desires to hire Artist, as independent contractor(s), to provide the entertainment generally described below (the "Performance") at the 20\_\_\_\_\_ Concert; and

**WHEREAS**, Artist(s) desire to provide such Performance at the Concert;

**NOW, THEREFORE**, the parties agree as follows:

1. **Entertainers:** The names and addresses of the Entertainers who will appear during the Performance, the amounts to be paid to each, and the Entertainer's social security numbers and union numbers, if any, are as set forth on Addendum A.

2. **Manager:** The name and mailing address of the Manager, who is executing this Agreement on behalf of Artist(s), is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Place of Performance:** The place of performance is at

\_\_\_\_\_

4. **Date(s) and Time(s) of Performance:** The date(s) of the Performance shall be \_\_\_\_\_, 20\_\_\_\_ and the time(s) of the Performance shall be \_\_\_\_\_. This Performance shall have duration of at least \_\_\_\_\_ hours.

5. **Performance:** The entertainment to be provided by Entertainers is generally described as:

\_\_\_\_\_

6. **Agreement to Perform:** Artist(s) agree to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

7. **Price of Performance:** Buyer agrees to pay Artist or his agent an aggregate of \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ for the Performance by check immediately following the Performance, which check shall be made payable to the Manager. Upon proper endorsement of such check by Manager, Buyer agrees to cash the check for the Manager. The Manager shall distribute such amount to Artist(s) as agreed upon between them.

8. **Recording, Reproduction or Transmission of Performance:** Buyer will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of Artist(s) or Artist's representative.

9. **Excuse of Obligations:** Buyer and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

10. **Taxes:** Buyer agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist(s) agree that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Buyer to Artist(s) for the Performance.

11. **Indemnify for Copyright Infringement:** Artist(s) represent and warrant that they are knowledgeable about the copyright laws of the United States as applicable to the Performance, and that Artist(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that Artist(s) breach this representation, warranty and covenant, Artist(s) hereby agree to INDEMNIFY AND HOLD HARMLESS Buyer and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

12. **Independent Contractor:** Artist(s) acknowledge that they shall perform their obligations hereunder as an independent contractor and not as an employee of Buyer. Artist(s) further acknowledge that they are not on Buyer's payroll and social security or tax withholding rolls. Artist(s) shall have sole control and direction in the conduct of the Performance.

13. **Merchandising:** Artist(s) shall not, during the 20\_\_ Concert sell any goods, products, merchandise or services (other than the services provided herein) on the grounds of the Concert.

14. **Promotion:** Buyer shall be entitled to advertise and promote the appearance of Artist(s) at the 20\_\_ Concert and the Performance. Artist(s) acknowledge that Buyer will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held at the 20\_\_ Concert. Artist(s) hereby acknowledge and agree that Buyer may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the 20\_\_ Concert.

15. **Parking:** Buyer shall provide parking space for vehicles in a location of close proximity to and with direct access to the backstage area where Performance will take place on the date(s) of Performance. This parking space will be reserved for Artist(s) for a period of four (4) hours prior to the Performance and ending three (3) hours following the Performance.

16. **Security:** Buyer shall provide security for the backstage and stage areas before, during and after the Performance. Buyer shall provide security personnel to protect Artist(s) and their property as deemed appropriate by Buyer in its discretion.

17. **Passes:** Buyer shall provide identification passes to Artist(s) and Artists assistants for the backstage and stage where Performance is to be held.

18. **Stage:** At its sole expense, Buyer shall furnish the stage, and stage lighting, sound and power for the Performance, and Buyer shall provide all stagehands required to assist the setup for and conduct of the Performance and takedown after the Performance.

19. **Dressing Rooms:** Buyer shall provide Artist(s) with one private dressing room, which will be clean, dry, well lit and air conditioned.

20. **Authority to Execute:** The Manager who is executing this Agreement on behalf of Artist(s) hereby warrants and represents that he has the full power and authority to bind Artist(s) on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that Buyer is relying thereon.

**IN WITNESS WHEREOF,** this Agreement is executed on the date first above written.

**BUYER** \_\_\_\_\_

**By:** \_\_\_\_\_

**MANAGER** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM A  
List of Artist(s)**

NAMES & ADDRESSES OF ENTERTAINERS

SOCIAL SECURITY/UNION NO.

\_\_\_\_\_  
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CO-PUBLISHING CONTRACT

CO-PUBLISHING AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
in \_\_\_\_\_ by the First Party: \_\_\_\_\_  
\_\_\_\_\_ and the Second Party: \_\_\_\_\_  
\_\_\_\_\_

FIRST PARTY AND SECOND PARTY AGREE to co-publish together a musical composition  
entitled: \_\_\_\_\_, words  
and music written by: \_\_\_\_\_  
\_\_\_\_\_.

1. First Party and Second Party agree to CO-PUBLISH the composition on a fifty fifty (50-50) basis: First Party to receive fifty (50%) percent, and Second Party to receive fifty (50%) percent of any and all of the publishing receipts of said composition, SUBSEQUENT TO PAYMENT of all writer royalties; costs of COPYRIGHT and USAGE REGISTRATION; printing and any and all miscellaneous, normal expenses incurred in behalf of said composition. Any extraordinary expenses will not be incurred by either party without the written consent of the other; (i.e., advertising, publicity, promotional expenses).
2. Public Performance Rights in and to the composition will be assigned to and licensed by BROADCAST MUSIC, INC. BMI is here authorized to pay directly to each of the publishers the following: (a) First Party, 50%; (b) Second Party, 50%.
3. The composition is to be copyrighted in the joint names of the parties hereto, and the composition's joint ownership, under the terms of this agreement, shall be for the life of the copyright and of any renewal of the copyright and of any renewal terms anywhere in the world. Sheet music, folios, record labels, orchestrations, and all other printed material concerning the composition shall bear the names of both publishers.
4. Second Party agrees that First Party shall issue all licenses for the mechanical reproduction, and synchronization uses of said composition throughout the world, and for sub-publication rights to said composition throughout the world in behalf of both parties.
5. It is further agreed that First Party shall be held accountable to Second Party and the composer(s), and First Party agrees to make statements and payments to Second Party and composer(s), within forty-five (45) days after June 30th and December 31st of each calendar year.

FIRST PARTY: \_\_\_\_\_

SECOND PARTY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

CONTRACT AND  
ASSIGNMENT OF COPYRIGHTS  
PUBLISHER TO PUBLISHER

Date: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_

The undersigned PUBLISHER hereby assigns the copyright of each of the following musical compositions:

1. First Song: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_

2. Second Song: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_

to the undersigned ASSIGNEE, in consideration of the payment of \_\_\_\_\_  
(\$ \_\_\_\_\_) dollars and this assignment is null and void unless the said sum has been paid to and  
has been received by the undersigned PUBLISHER on or before \_\_\_\_\_.

The undersigned SONGWRITERS hereby request and approve of this assignment, and hereby release  
the undersigned PUBLISHER from any and all obligations incurred under the two contracts entitled  
\_\_\_\_\_ dated on or about \_\_\_\_\_ concerning the  
above-mentioned two songs.

(1) The first song was registered in the Copyright Office on \_\_\_\_\_  
The registration number is \_\_\_\_\_.

(2) The second song was registered in the Copyright Office on \_\_\_\_\_  
\_\_\_\_\_ The registration number is \_\_\_\_\_.

IN WITNESS WHEREOF, we hereby sign our names.

PUBLISHER: \_\_\_\_\_

Address: \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_

Address: \_\_\_\_\_

SONGWRITERS: \_\_\_\_\_

Address: \_\_\_\_\_

ASSIGNMENT OF COPYRIGHTS

PUBLISHER TO SONGWRITER

DATE: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

I, the undersigned publisher, hereby assign the copyright of the following musical compositions:

1. SONG: \_\_\_\_\_,  
and

2. SONG: \_\_\_\_\_

to the undersigned assignees, in consideration of the payment by the undersigned assignees of a total sum of \_\_\_\_\_ (\$ \_\_\_\_\_) to the undersigned publisher, and the release by each party of the other of any and all obligations incurred under the two contracts entitled \_\_\_\_\_ dated on or about \_\_\_\_\_, 20\_\_\_\_, concerning the above-mentioned two songs.

The first song was registered in the Copyright Office on \_\_\_\_\_.

The registration number of Song #1 is \_\_\_\_\_.

The second song was registered in the Copyright Office on \_\_\_\_\_.

The registration number of Song #2 is \_\_\_\_\_.

IN WITNESS WHEREOF, we hereby sign our names.

PUBLISHER: \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

ASSIGNEES:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

ASSIGNMENT OF COPYRIGHT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned \_\_\_\_\_ of \_\_\_\_\_ for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto the \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ in \_\_\_\_\_, its successors and assigns forever, all of its rights, title and interest in and to the musical composition entitled:

\_\_\_\_\_ written and composed by \_\_\_\_\_ together with any and all existing copyrights therein throughout the United States of America, Canada and throughout the world, and any and all rights of every kind, nature or description attaching to or which may attach to said musical composition and/or embraces or included in the copyright thereof in the United States of America, Canada and throughout the world, which said musical composition the undersigned caused to be copyrighted on \_\_\_\_\_ and registered with the Copyright Office of the United States of America on \_\_\_\_\_, under Copyright Entry, Class E, Copyright Number \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Witnessed:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**ASSIGNMENT OF COPYRIGHT**

**KNOW ALL MEN BY THESE PRESENTS**, the undersigned assignor,

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, to the assignee,

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

it's successors and assigns forever, all of its rights , title and interest in and to the musical composition now entitled:

written and composed by \_\_\_\_\_ together with any and all assignor's existing copyrights therein throughout the United States and the world, and any and all assignor's rights of every kind, nature or description attaching to or which may attach to said musical composition and/or embraces or included in the copyright thereof in the United States and entire world, which said composition the undersigned was originally assigned on \_\_\_\_\_, 20\_\_\_\_, and was registered with the Copyright Office of the United States of America on \_\_\_\_\_, under Copyright Entry, Class E, Copyright Number \_\_\_\_\_. The form U registration is registered on \_\_\_\_\_ in Volume \_\_\_\_\_, page \_\_\_\_\_.

**IN WITNESS WHEREOF**, the undersigned has executed the foregoing instrument on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**ASSIGNEE:** By: \_\_\_\_\_

**WITNESS:** By: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Short Form Copyright Assignment

For and in consideration, the receipt of which is hereby acknowledged, the undersigned (and each of them if there be more than one) hereby irrevocably transfers and assigns, an undivided One Hundred percent (100%) interest in and to the entire worldwide copyrights and any and all other rights, including any renewals of copyright and any and all other rights in and to the musical composition now entitled:  
Composition Writer (s)

(hereinafter referred to as the "Composition") Including the title, music and lyrics thereof and all arrangements thereof and the right to arrange, adapt and create derivative works from the Composition, together with all copyrights and any and all other rights therein and thereto throughout the world, all under any law, statute, treaty or regulation heretofore now or hereafter existing, for the use of the Composition or infringement of the copyrights therein or any other legal or equitable right to the use and ownership thereof in any and all fields of use now or hereafter existing throughout the world and otherwise throughout the universe by any means or technology now known or hereafter existing.

It is agreed and understood that Writer has rendered services as an "employee for hire" of \_\_\_\_\_ and that the Composition herein is a "work made for hire" within the meaning of the United States Copyright Act.  
Company

Writer (s) warrants that the Composition is wholly original with the Writer (s) or in the public domain throughout the world and that the Composition shall not infringe the copyright or violate any other right of any person, firm, corporation or entity whatsoever.

Writer (s) shall receive from any performing rights society (such as ASCAP or BMI) of which Writer (s) is a member of the customary so-called Writer's share of performance royalties which such Writer (s) may have the right to receive by virtue of Writer (s) membership in such society.

IN WITNESS WHEREOF, the undersigned has caused this transfer of copyrights to be executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COPYRIGHT LICENSE

AGREEMENT made and entered into on this hereinbelow date between the undersigned PUBLISHER and the undersigned COMPANY is as follows:

1. PUBLISHER warrants that PUBLISHER is the owner, or has the right to grant licenses under Section 1-E of the Copyright Act of 1909, as amended, in connection with a certain musical composition entitled and written by:

Copyright Office Registration No:

2. PUBLISHER hereby gives COMPANY the non-exclusive right, privilege and authority to use said musical work, words or music or both, upon phonograph or talking machine records.

3. COMPANY hereby agrees to pay PUBLISHER for every record sold and paid for in accordance with current industry practice, which serves to reproduce the said musical composition, a royalty of: \$ \_\_\_\_\_ for all records listed to sell at a suggested retail price of more than \$ \_\_\_\_\_ but not more than \$ \_\_\_\_\_; \$ \_\_\_\_\_ for all records listed to sell at a suggested retail price of more than \$ \_\_\_\_\_ but not more than \$ \_\_\_\_\_; \$ \_\_\_\_\_ for all records listed to sell at a suggested retail price of more than \$ \_\_\_\_\_; \$ \_\_\_\_\_ for all records listed to sell at a suggested retail price of more than \$ \_\_\_\_\_. No royalties shall be paid for records sold by COMPANY for \$ \_\_\_\_\_ or less.

4. COMPANY agrees to furnish royalty statements and to pay royalties to PUBLISHER quarterly within forty-five days after the end of each calendar quarter.

5. COMPANY shall list on all record labels the name of PUBLISHER followed by PUBLISHER'S performance rights society affiliation.

6. This license is limited to the recording of the musical composition by the following artist:

7. Notices required by the Copyright Act are hereby waived.

IN WITNESS WHEREOF, we have hereunto set our hands this day: \_\_\_\_\_

PUBLISHER:  
By: \_\_\_\_\_

COMPANY:  
By: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

COPYRIGHT LICENSE AND CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between \_\_\_\_\_ hereinafter called "PUBLISHER" and \_\_\_\_\_ hereinafter called "COMPANY" is as follows:

1. PUBLISHER is the owner, or has the right to grant licenses in connection with a certain musical composition entitled: \_\_\_\_\_

by: \_\_\_\_\_.

2. PUBLISHER hereby gives COMPANY the non-exclusive right, privilege and authority to use said musical work, words or music or both, upon phonograph or talking machine records, as long as COMPANY performs its obligations under this contract.

3. COMPANY hereby agrees to pay PUBLISHER for every record sold and paid for, which serves to reproduce the said musical composition, a royalty of: \_\_\_\_\_¢ per record. \_\_\_\_\_¢ per album.

4. (a) COMPANY agrees to furnish to PUBLISHER quarterly within thirty days after the end of each calendar quarter, financial statements and to make payment of royalties.

(b) In the event COMPANY has failed to send both financial statement and the royalty check on last day due, PUBLISHER may demand that statement and payment be made no later than ten days after date of demand.

In the event COMPANY has failed to send both correct financial statement and correct royalty check on or before said 10th day:

(1) PUBLISHER may cancel the license to use said musical work; cancellation of the license to use said musical composition shall not terminate COMPANY'S obligations under this contract, including obligations to render statements and make payments.

(2) PUBLISHER may, but need not, issue another license in all ways similar to this one except that the royalty rate on all records shall be \_\_\_\_\_¢ per record manufactured.

5. This license is limited to the recording of the musical composition by the following artists: \_\_\_\_\_

\_\_\_\_\_ on the following record label and record number: \_\_\_\_\_ and on an album, in the event one is made.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and have executed this contract on the day, month, and year above written.

PUBLISHER: \_\_\_\_\_ COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_



All record shipments received by us must be with all shipping and handling prepaid by you. It will be our responsibility to pay the shipping and handling on any returns or unsold merchandise.

The term "records", as used in this Agreement, shall be deemed to mean all transcriptions, duplications, encoding or any other method, now known or to be later utilized, used to duplicate the performance including, but not limited to, phonograph records, audio cassette tapes, digital audio tapes and compact discs.

3. You hereby assign, transfer and grant to us absolutely for the term of this Agreement, the entire right to distribute in the United States and the world without any limitation not specifically set forth hereinafter in and to the Master and all copies thereof and in and to the performances embodied thereon including but not limited to:

- (a) The exclusive distribution of the Master and all duplicates thereof and all the performances embodied thereon, and all or any parts thereof, edited, excerpted, altered or changed in any manner or by any means whatsoever for the term of this Agreement.
- (b) The sole, exclusive and perpetual right in the United States and the world to distribute, advertise, sell and otherwise deal in records manufactured from or embodying the contents of the Master or to refrain therefrom, upon such terms and conditions as we may decide, including the right to use and control all such records and the performances embodied thereon.
- (c) The non-exclusive right in the United States and the world to use and publish and to permit others to use and publish the names, likenesses and photograph of all persons who performed in the recording of the Master, in connection with the sale and exploitation of records produced from the Master.
- (d) The right to distribute copies of the Master in markets outside the United States and to act as negotiator for you in securing licensing of the Master in presently unsecured territories.

4. In full consideration of the due performance of all the terms and provisions to be performed by you and for all the rights granted to us hereunder, we agree to pay you the sum of \_\_\_\_\_ for each record sold and paid for in the United States and Canada. For records of the Master sold and paid for outside the United States, we agree to pay you ONE HALF (1/2) of all monies received by us. No payment shall be paid for records returned or those records that remain unsold and returned by us to you.

5. You agree to obtain all necessary mechanical licenses from the copyright owners of the compositions embodied on the Master and to pay mechanical license fees which may become properly due by reason of the sale of records manufactured from the Master. In the event that you are the copyright owner of any composition or compositions embodied on said Master, you warrant that you have issued to yourself the necessary documents required by the copyright office.

6. The aforesaid Master is to remain on the \_\_\_\_\_ label, however, we will be allowed to add to the label that the record is distributed by us.

7. All payments which we may be required to make to you may be made personally or by depositing the same, postage prepaid, in any box, chute or other receptacle authorized by the United States Post Office for mail, addressed to you at the address specified herein: The date of service of any payments so deposited shall be the date of deposit.

8. You further agree that for the duration of this Agreement you will not permit these artists to record the same compositions embodied within the Master.

9. We will compute royalties under this Agreement within sixty (60) days after the first day of January and July of each year for the preceding six (6) month period and will pay royalties to you within said sixty (60) days.

10. This Agreement shall be deemed to have been made in the State of \_\_\_\_\_ and shall be interpreted and governed by the laws of that state. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

11. The duration of this Agreement shall be for \_\_\_\_\_ years from the above date at the end of this time this Agreement shall be null and void and the remaining stock and all rights pertaining to them shall be returned to you.

12. You further grant to us the right of first refusal to distribute the follow-ups to this release, under the same terms as set forth in this agreement, and that you will provide said follow-ups within thirty (30) days after receiving notice from us. We must accept or reject these follow-ups within thirty (30) days after receipt of the Master.

13. If any disputes or differences whatsoever shall arise between us in connection with this Agreement, they shall be submitted to arbitration in the State of \_\_\_\_\_, in accordance with the laws, rules and regulations of that state.

**ACCEPTED AND AGREED TO BY:**

By: \_\_\_\_\_  
**PRODUCER**  
Address:

By: \_\_\_\_\_  
**DISTRIBUTOR**  
Address:

## EMPLOYMENT CONTRACT

This Employment Agreement (hereinafter referred to as the "Agreement") is made and effective this \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Company") and \_\_\_\_\_ (hereinafter referred to as the "Executive").

**NOW, THEREFORE**, the parties hereto agree as follows:

### **1. Employment.**

Company hereby agrees to initially employ Executive as its [Office Title] and Executive hereby accepts such employment in accordance with the terms of this Agreement and the terms of employment applicable to regular employees of Company. In the event of any conflict or ambiguity between the terms of this Agreement and terms of employment applicable to regular employees, the terms of this Agreement shall control. Election or appointment of Executive to another office or position, regardless of whether such office or position is inferior to Executive's initial office or position, shall not be a breach of this Agreement.

### **2. Duties of Executive.**

The duties of Executive shall include the performance of all of the duties typical of the office held by Executive as described in the bylaws of the Company and such other duties and projects as may be assigned by a superior officer of the Company, if any, or the board of directors of the Company. Executive shall devote his entire productive time, ability and attention to the business of the Company and shall perform all duties in a professional, ethical and businesslike manner. Executive will not, during the term of this Agreement, directly or indirectly engage in any other business, either as an employee, employer, consultant, principal, officer, director, advisor, or in any other capacity, either with or without compensation, without the prior written consent of Company. In addition to the duties described herein, Executive is also authorized and directed to do the following: [Other Specific Duties or Authorization].

### **3. Compensation.**

Executive will be paid compensation during this Agreement as follows:

A. A base salary of \$ \_\_\_\_\_ (dollar amount spelled out) per year, payable in installments according to the Company's regular payroll schedule. The base salary shall be adjusted at the end of each year of employment at the discretion of the board of directors.

B. An incentive salary equal to \_\_\_\_\_ of the adjusted net profits hereinafter defined) of the Company beginning with the Company's year end [First Incentive Year] and each fiscal year thereafter during the term of this Agreement. "Adjusted net profit" shall be the net profit of the Company before federal and state income taxes, determined in accordance with generally accepted accounting practices by the Company's independent accounting firm and adjusted to exclude: (i) any incentive salary payments paid pursuant to this Agreement; (ii) any contributions to pension and/or profit sharing plans; (iii) any extraordinary gains or losses (including, but not limited to, gains or losses on disposition of assets); (iv) any refund or deficiency of federal and state income taxes paid in a prior year; and (v) any provision for federal or state income taxes made in prior years which is subsequently determined to be unnecessary. The determination of the adjusted net profits made by the independent accounting firm employed by the Company shall be final and binding upon Executive and Company. The incentive salary payment shall be made within thirty (30) days after the Company's independent accounting firm has concluded its audit. If the final audit is not prepared within ninety (90) days after the end of the fiscal year, then Company shall make a preliminary payment equal to fifty percent (50%) of the amount due based upon the adjusted net profits preliminarily determined by the independent accounting firm, subject to payment of the balance, if any, promptly following completion of the audit by the Company's independent accounting firm. The maximum incentive salary payable for any one year shall not exceed [Maximum Incentive Compared to Base] of the then applicable base salary of Executive.

#### **4. Benefits.**

A. Holidays. Executive will be entitled to at least [Number of Paid Holidays] paid holidays each calendar year and [Number of Personal Days] personal days. Company will notify Executive on or about the beginning of each calendar year with respect to the holiday schedule for the coming year. Personal holidays, if any, will be scheduled in advance subject to requirements of Company. Such holidays must be taken during the calendar year and cannot be carried forward into the next year. Executive is not entitled to any personal holidays during the first six months of employment.

B. Vacation. Following the first six months of employment, Executive shall be entitled to [Number of Vacation Days] paid vacation days each year.

C. Sick Leave. Executive shall be entitled to sick leave and emergency leave according to the regular policies and procedures of Company. Additional sick leave or emergency leave over and above paid leave provided by the Company, if any, shall be unpaid and shall be granted at the discretion of the board of directors.

D. Medical and Group Life Insurance. Company agrees to include Executive in the group medical and hospital plan of Company and provide group life insurance for Executive at no charge to Executive in the amount of [Amount of Group Life Insurance] during this Agreement. Executive shall be responsible for payment of any federal or state income tax imposed upon these benefits.

E. Pension and Profit Sharing Plans. Executive shall be entitled to participate in any pension or profit sharing plan or other type of plan adopted by Company for the benefit of its officers and/or regular employees.

F. Automobile. Company will provide to Executive the use of an automobile of Executive's choice at a gross purchase price not to exceed [Maximum Purchase Price]. Company agrees to replace the automobile with a new one at Executive's request no more often than once every two years. Company will pay all automobile operating expenses incurred by Executive in the performance of an Executive's company duties. Company will procure and maintain in force an automobile liability policy for the automobile with coverage, including Executive, in the minimum amount of \$1,000,000 combined single limit on bodily injury and property damage.

G. Expense Reimbursement. Executive shall be entitled to reimbursement for all reasonable expenses, including travel and entertainment, incurred by Executive in the performance of Executive's duties. Executive will maintain records and written receipts as required by the Company policy and reasonably requested by the board of directors to substantiate such expenses.

#### **5. Term and Termination.**

A. The Initial Term of this Agreement shall commence on [Start Date] and it shall continue in effect for a period of [Initial Term]. Thereafter, the Agreement shall be renewed upon the mutual agreement of Executive and Company. This Agreement and Executive's employment may be terminated at Company's discretion during the Initial Term, provided that Company shall pay to Executive an amount equal to payment at Executive's base salary rate for the remaining period of Initial Term, plus an amount equal to [Severance Pay During Initial Term] of Executive's base salary. In the event of such termination, Executive shall not be entitled to any incentive salary payment or any other compensation then in effect, prorated or otherwise.

B. This Agreement and Executive's employment may be terminated by Company at its discretion at any time after the Initial Term, provided that in such case, Executive shall be paid [Severance Pay After Initial Term] of Executive's then applicable base salary. In the event of such a discretionary termination, Executive shall not be entitled to receive any incentive salary payment or any other compensation then in effect, prorated or otherwise.

C. This Agreement may be terminated by Executive at Executive's discretion by providing at least thirty (30) days prior written notice to Company. In the event of termination by Executive pursuant to this subsection, Company may immediately relieve Executive of all duties and immediately terminate this Agreement, provided that Company shall pay Executive at the then applicable base salary rate to the termination date included in Executive's original termination notice.

D. In the event that Executive is in breach of any material obligation owed Company in this Agreement, habitually neglects the duties to be performed under this Agreement, engages in any conduct which is dishonest, damages the reputation or standing of the Company, or is convicted of any criminal act or engages in any act of moral turpitude, then Company may terminate this Agreement upon five (5) days notice to Executive. In event of termination of the agreement pursuant to this subsection, Executive shall be paid only at the then applicable base salary rate up to and including the date of termination. Executive shall not be paid any incentive salary payments or other compensation, prorated or otherwise.

E. In the event Company is acquired, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this Agreement shall not be terminated and Company agrees to use its best efforts to ensure that the transferee or surviving company is bound by the provisions of this Agreement.

**6. Notices.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

If to Company:

\_\_\_\_\_ Company Name/Address \_\_\_\_\_

If to Executive:

\_\_\_\_\_ Executive Name/Address \_\_\_\_\_

**7. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**8. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the state of \_\_\_\_\_.

**9. Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**10. No Assignment.**

Neither this Agreement nor any or interest in this Agreement may be assigned by Executive without the prior express written approval of Company, which may be withheld by Company at Company's absolute discretion.

**11. Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**12. Arbitration.**

The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in [Arbitration Location], or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

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Company Signature

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Executive Signature

## EVENT SPONSORSHIP CONTRACT

The following shall constitute the full agreement between \_\_\_\_\_(Sponsor) (hereinafter referred to as the "Sponsor") and \_\_\_\_\_(Artist's Management/Promoter) (hereinafter referred to as the "Manager") for the services of \_\_\_\_\_(Artist/Event) (hereinafter referred to as the "Artist/Event") in connection with the Sponsor's products and services (all collectively hereinafter referred to as the "Products").

1. Sponsor shall be the exclusive sponsor of the Artist/Event tentatively scheduled for \_\_\_\_\_(Event date or Tour dates)\_\_\_\_\_. Without limiting the generality of the foregoing, no other party (e.g. a local radio station or product manufacturer) may be listed or mentioned as a sponsor or presenter of the Event/Artist.

2. As full compensation for the rights and services granted herein, Sponsor shall pay Manager the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), payable on or before the following date

3. In connection with said Artist/Event, Sponsor shall receive \_\_\_\_\_ ( ) tickets at no cost for each performance. Such tickets shall be for favorable seats in the highest price range and locations. In addition, Sponsor shall have the right to purchase, at the ticket's face value price, up to ten percent (10%) of concert tickets at each venue, said tickets to be for favorable seats in the highest price range and to be made available at the earliest date(s) possible.

4. (a) An official logo and identification phraseology or catch phrase shall be developed for the Artist/Event by manager which shall be subject to the approval of the Sponsor and which shall refer to Sponsor (in first position), Artist/Event (e.g. Sponsor presents Artist/Event). Such logo and/or identification phraseology, where applicable, shall be prominently included in all promotional and advertising references which relate to the Artist/Event and disseminated throughout any media (e.g. print, radio, television and point of sale) by promoter or company announcing the Artist/Event. Nothing herein contained shall constitute an obligation on Sponsor's part to advertise or promote the Artist/Event, it being understood by the parties hereto that the Sponsor may do so at its option or may refrain therefrom.

(b) Any uses of the official logo and/or identification phraseology or catch phrase, other than specifically provided for in this Agreement, shall require the prior written permission of both Sponsor and Manager.

5. (a) Sponsor's sponsorship of the Artist/Attraction shall be prominently featured and/or displayed in connection with the Artist/Event and all aspects thereof, including but not limited to, references on tickets, passes, handbills, inflatables (where applicable), indoor and outdoor venue signage (where applicable), venue marquee, stationary (if any), press releases, the stage and curtain (where applicable) and a sponsor reference on the front cover of any Official Programs. The form of such sponsorship references shall be subject to the mutual approval of the Sponsor and Manager. Sponsor shall be responsible for providing banners with its name and/or logo of Sponsor's products and/or references to its sponsorship of the Artist/Event, provided such banners contain references to the Sponsor/Products (which banners Manager shall cause to be prominently displayed in the venue(s)), graphic layouts, vehicles signage (but only if Sponsor requests same) and any other materials deemed necessary or desirable by both Sponsor and Manager. A Sponsor's sponsorship reference(s) shall appear on the backside of all T-shirts and on all other clothing items sold (the manner and location of such sponsorship reference on such other clothing to be determined by Manager and approved by Sponsor), which are offered for sale to the public; provided, however, if Manager feels it advisable, up to twenty-five percent (25%) of such other clothing items offered for sale to the public need not include such sponsorship references. Sponsors' sponsorship reference on T-shirts and other clothing shall be at least one inch in diameter and comparable to the size of any reference to venue or promoter references, and Manager will use his/her best efforts to satisfy Sponsor's reasonable requirements with respect to such sponsorship references. All such Sponsor's sponsorship references shall refer to the promoter or venue in a manner

mutually agreeable to Manager and Sponsor. The official logo and/or identification phraseology or catch phrase shall be included in the posters offered for sale by or under the auspices of the Manager or Artist/Event or their perspective agents or licensees.

(b) Sponsor's products will be the only such products provided in the backstage area and none of the products of Sponsor's competitors shall be publicly consumed by Artist or his/her employees at the venue or otherwise during the term hereof.

6. Manager shall use his/her best efforts to provide Sponsor with exclusive venue signage and to permit Sponsor to sell and/or distribute its Products at all venues; subject, however, to each venue's rules, regulations, and prior contractual obligations.

7. Manager shall hold a press conference regarding the Artist/Event on or about \_\_\_\_\_(date)\_\_\_\_\_, and, unless Sponsor otherwise agrees, the only reference to Sponsor shall be Sponsor's sponsorship of the Artist/Event.

8. Sponsor shall have the right to offer a single poster, T-shirts and other items as premium merchandise to the public featuring the identification of one or more of the Sponsor's Products and Artist/Event's name and/or likeness; provided such items shall be subject to Manager's prior approval as to quality, design, appropriateness and consumer value. Sponsor recognizes that Manager and Artist/Event shall be exploiting merchandising rights in connection with Artist/Event and that the Sponsor's premium items shall in some manner differ in design from those offered in connection with the Manager's exploitation of its merchandise rights so as to minimize direct competition between Sponsor's and Manager's respective items being exploited. The poster and other items shall be offered on a free or self-liquidating basis.

9. Sponsor shall use its best efforts to promote to the public Manager's premium merchandise during the term of this Agreement, provided such material is acceptable to the Sponsor with respect to quality, appropriateness, design and consumer value. Sponsor agrees to use its best efforts to assist Manager to develop merchandise items that meet Sponsor's reasonable criteria as provided herein. Manager shall indemnify Sponsor for any liability in connection with its premium merchandise offer. Sponsor shall likewise indemnify Manager and Artist/Event for any liability from Sponsor's premium merchandise offer, exclusive of product liability relating to the materials provided by Manager.

10. Artist/Event grants to the Sponsor the right to use the Artist/Event's name and likeness for advertising and promotional materials during the term of this Agreement in connection with the Sponsor's Products on the following terms and conditions:

(a) Manager or Manager's authorized representative shall be available and shall cooperate in pre-production consultation. Manager shall provide Sponsor with \_\_\_\_\_ ( ) consecutive full days of the services of Manager and/or Manager's representative(s), tentatively scheduled for \_\_\_\_\_, to produce and record for such advertising and promotional materials. All such work days shall otherwise be at mutually agreeable times.

(b) From the results of the services rendered pursuant to subparagraph (a) above, the Sponsor may produce two (2) television commercials with two (2) local television tag formats, two (2) local radio tag formats, two (2) print ad designs, two (2) outdoor billboard ad designs and one (1) point of sale design, all for use from \_\_\_\_\_ through \_\_\_\_\_ to promote Sponsor's products separately and/or in connection with the Artist/Event. Print ads, outdoor billboards and the point of sale pieces can be appropriately modified as to size and other minor modifications, provided such modifications do not change the basic concept.

(c) The commercial materials produced hereunder may be used throughout the United States, Canada and Mexico during the term of this Agreement.

(d) Artist/Event shall not endorse nor render any promotion, publicly or advertising services for any product or service retailer anywhere in the territories mentioned in paragraph 10 (c) above nor grant licenses for the name and/or likeness in connection therewith.

11. The term of this Agreement shall commence with the execution hereof by Sponsor, Manager and/or Artist/Event and shall continue until \_\_\_\_\_, 20\_\_.

12. Sponsor shall be given the right of first negotiation and first refusal with respect to the sponsorship, if any, of any television specials or comparable television appearances whether on free, pay or cable television, prominently featuring Artist/Event, which is substantially filmed, taped and/or produced during the term of this Agreement, provided that this right of first negotiation and refusal shall not apply to materials substantially produced, taped and/or filmed prior the effective date of this Agreement.

13. All trademarks, photos, transparencies and similar production materials produced hereunder shall be the exclusive property of the Manager and shall be returned promptly after the expiration of this Agreement, provided that any underlying music and lyrics provided by Sponsor shall be owned by the Sponsor. Further, following the expiration or termination of this Agreement, no further use whatsoever may be made of official logo by Sponsor, Manager and/or Artist/Event, but the official logo may be used by Manager and Artist/Event without a reference to Sponsor or Sponsor's Product(s).

14. Manager and Artist/Event shall secure and maintain throughout the term of this Agreement all insurance customarily secured for tours/events of the stature and size, subject to the mutual approval as to the type of insurance and the amount of coverage, which policies may, at the Sponsor's option, name Sponsor as an additional named insured. If Sponsor is so named, Sponsor will bear the proportionate cost of any and all premiums paid on such insurance.

15. If Manager is prevented from fully performing the terms and conditions of this Agreement due to a Force Majeure as customarily defined in the entertainment industry, Manager and/or Sponsor may suspend and/or terminate this Agreement in accordance with standard industry provisions for such occurrences, provided in no event shall Manager be obligated to return any sums advanced, loaned or paid hereunder. The parties hereto will attempt in good faith to negotiate a more detailed Force Majeure clause as provided below.

16. The Sponsor, Manager, and Artist/Event agree that the terms and conditions of this Agreement are confidential and cannot be disclosed to any third party except as expressly provided herein.

17. Sponsor shall have no liability whatsoever with respect to any commissions due agents of Manager and/or Artist/Event in connection with the securing of this Agreement, all of which obligations shall be contractor's sole liability, and Sponsor shall likewise be solely responsible for any commissions due its agents.

18. Sponsor shall have the right to hold receptions and other social affairs and events in association with the Artist/Event for the purpose of entertaining clients, retailers, contest winners, etc. Artist/Event shall have the obligation to participate in these receptions.

19. Artist/Event, Manager and Sponsor warrant and represent they have the right and authority to enter into this Agreement and their performance hereunder shall not conflict with the rights granted any other party. Manager and Artist/Event agree to be jointly and severally liable for the performance of their obligations under this Agreement.

20. This Agreement is construed and guided in accordance with the laws of the State of \_\_\_\_\_ and, in the event of any litigation between the parties hereto, \_\_\_\_\_ laws shall govern and the location of any litigation or arbitration shall be under the jurisdiction of the State of \_\_\_\_\_.

21. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not effect the remainder of this Agreement.

22. This Agreement is intended to be fully binding on the parties hereunder provided this Agreement shall not become effective until formally approved by Artist/Event which approval must occur within seven (7) business days from the date hereto and executed by all other parties listed. It is contemplated that this Agreement between the parties containing additional terms and conditions customarily contained in agreements of this type (e.g rights to secure life insurance, indemnities, conduct clauses, protection of trademark, reasonable notice and cure provisions, where appropriate, etc.), all of which shall be negotiated in good faith. Provided, however, that until such more detailed agreement is executed, this Agreement shall remain in full force and effect after the approval of the Artist/Event.

In consideration of the terms and obligations of this Agreement, the parties hereto set their hands.

By \_\_\_\_\_  
**Manager**

By \_\_\_\_\_  
**Sponsor**

By \_\_\_\_\_  
**Artist/Event**

**SPONSORSHIP CONTRACT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. by and between AGENCY \_\_\_\_\_ and \_\_\_\_\_, (hereinafter referred to as "SPONSOR").

It is mutually agreed by and between all parties as follows:

1. The SPONSOR agrees to present the following performances upon all the terms and conditions hereinafter set forth, and agrees to do so upon such terms and conditions:

- A. Artist or Attraction:
- B. Theater or Place(s) of Engagement:
- C. Date(s) & Time(s) of Performance:
- D. Date(s) & Time(s) of Rehearsal:

2. It is agreed that as full compensation for the services mentioned herein, the SPONSOR will pay to \_\_\_\_\_ or specified delegate in United States currency, or acceptable bank draft the designate sum of: \_\_\_\_\_.

- A. Payments will be made to \_\_\_\_\_
- B. Method of payment: Fee is to be delivered to:

\_\_\_\_\_  
Immediately after completion of the scheduled performance

3. SPONSOR agrees to furnish at its own expense for each performance and rehearsal, the Theater or place(s) of engagement, properly heated, ventilated, lighted, clean, in good order and adequately staffed. SPONSOR warrants and represents that SPONSOR is at the present time, or will be the owner or operator of, or has or will have a valid lease upon the place(s) of engagement covering the date or dates of the above engagement and that SPONSOR has or will have the right to present the engagement provided for herein at such place(s) of engagement.

4. SPONSOR agrees to furnish at its own expense the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. SPONSOR shall furnish at its sole cost and expense, all items (except those items which AGENCY herein specifically agrees to furnish and pay for), including, but, not limited to, ushers, ticket sellers and all other box office employees required for advance and single ticket sales, ticket takers, all licenses, tickets, bill posting, mailing and distribution of circulars, publicity services of every type required for the proper fulfillment of the engagement.

6. SPONSOR agrees to pay for all charges including, but not limited to, stage hands, stage carpenters, electricians, sound technicians, truck loaders and unloaders and any other local labor as shall be necessary and/or required for the performance.

7. SPONSOR shall have sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to, the details, means and methods of Performance of the said engagement and the Performances of each participant therein, and the persons to be employed by SPONSOR in performing the provisions of this engagement.

8. The Agreement cannot be assigned or transferred without the prior written consent of SPONSOR. The agreement represents the full understanding between the parties and neither party shall be bound by any terms or undertakings until executed by SPONSOR. The terms AGENCY and SPONSOR are used herein shall include and apply to the singular and plural and to all genders. The Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the state of \_\_\_\_\_STATE\_\_\_\_\_. AGENCY agrees to hold SPONSOR harmless for any and all claims arising out of this agreement and/or its performance, including, but not limited to, attorney's fees.

9. AGENCY agrees to furnish \_\_\_\_\_ copies of a black & white photograph, \_\_\_\_\_ color photographs, and a biography of the performer(s) by \_\_\_\_\_. AGENCY also agrees to provide the suggested music with titles, credits, names of composers which performer(s) wishes to perform on the program by \_\_\_\_\_.

10. AGENCY represents that ARTIST/ATTRACTION will arrive at all performances and or rehearsals on time and will furnish at its sole cost and expense any costumes, clothing, shoes, props, food, makeup, hairstyles, musical instruments and/or any other items relating to the ability of the performers to perform successfully (except those items specified in this contract as to be provided for by the SPONSOR).

11. AGENCY agrees to disburse the agreed upon compensation for services mentioned in paragraph 2, to the ARTIST/ATTRACTION as agreed upon between AGENCY and ARTIST/ATTRACTION. SPONSOR is held harmless from any and all compensations for services by the AGENCY and ARTIST/ATTRACTION, except as specified in this contract.

12. In the event that one or more of the members of the production cannot perform because of ill health, physical disability or other reasons beyond his/her control, AGENCY shall use its best efforts to furnish a substitute of similar stature for such member of the Production whom SPONSOR agrees to accept. SPONSOR does not have to accept any substitutes provided by the AGENCY, but, may contract a substitute of their own.

13. AGENCY grants SPONSOR permission to tape, record, film, broadcast the concert and/or rehearsal without additional compensation for services to AGENCY or ARTIST/ATTRACTION for Television broadcast and commercial release.

14. In the event that the Performance of any of the covenants of this agreement on the part of SPONSOR shall be prevented by act of God, physical disability, the acts and regulations of public authorities, or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption or delay or transportation service or any cause beyond their or its reasonable control, SPONSOR and AGENCY shall be respectively relieved of their obligations hereunder with respect to the Performance(s) so prevented. In the above mentioned event AGENCY grants SPONSOR the right to reschedule the performance(s) under the same terms and conditions of this contract.

15. The SPONSOR shall have the option to suspend or cancel said agreement if it has not been duly signed and returned to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. By his execution hereof, the person executing this instrument on behalf of ARTIST/ATTRACTION individually represents and warrants that he is fully empowered to bind ARTIST/ATTRACTION hereunder by specific authority of the individual, body or group having control of the business affairs and contractual commitments of ARTIST/ATTRACTION.

This agreement (including \_\_\_\_\_ riders attached hereto) constitutes the entire understanding between the parties, supersedes all prior understandings, and cannot be changed, except by an instrument in writing signed by the SPONSOR and AGENCY.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
SPONSOR

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
ARTIST

**EXCLUSIVE AGENT - MUSICIAN CONTRACT**

\_\_\_\_\_(AGENT)\_\_\_\_\_, of  
\_\_\_\_\_(Address)\_\_\_\_\_,  
hereinafter referred to as "Agent" and \_\_\_\_\_(Artist)  
\_\_\_\_\_,of \_\_\_\_\_(Address)  
\_\_\_\_\_, hereinafter referred to as "Musician(s)", hereby agree to the following:

**I. TERM OF AGREEMENT**

This Agreement begins on the \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_\_,  
and ends on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**II. SCOPE OF AGREEMENT**

Musician(s) hereby employ Agent and Agent hereby accepts employment as Musician(s)' exclusive booking agent, manager and representative throughout the world with respect to Musician's services, appearances and endeavors as a Musician. "A.F.M." as used herein refers to the American Federation of Musicians of the United States and Canada.

**III. DUTIES OF AGENT**

a) Agent agrees to use reasonable efforts in the performance of the following duties: assist Musician in obtaining, obtaining offers of, and negotiate, engagements for the Musician's professional career; promote and publicize Musician's name and talents; carry on business correspondence in Musician's behalf relating to Musicians professional career; cooperate with duly constituted and authorized representatives of Musician in the performance of such duties.

b) Agent will maintain office, staff and facilities reasonably adequate for the rendition of such services. **MUSICIAN IS FAMILIAR WITH AGENT'S PRESENT OFFICE, STAFF AND FACILITIES AND ACKNOWLEDGES SAME AS REASONABLY ADEQUATE FOR PERFORMANCE HEREOF.**

c) Agent shall maintain such records as may be required by the State of \_\_\_\_\_ pursuant to any laws governing this industry or agreement.

**IV. RIGHTS OF AGENT**

a) Agent may render similar services to others and may engage in other business and ventures.

b) Musician will promptly refer to Agent all communications, written or oral, received by or on behalf of Musician relating to the services and appearances by Musician.

c) Without Agent's written consent, Musician will not engage any other person, firm or corporation to perform the services to be performed by Agent hereunder (except that Musician may employ a personal manager) nor will Musician perform or appear professionally or offer to do so except through Agent.

d) Agent may publicize the fact that Agent is the exclusive booking agent and representative for Musician.

e) Agent shall have the right to use or to permit others to use Musician's name and likeness for advertising or publicity relating to Musician's services and appearances but without cost or expense to Musician unless Musician shall otherwise agree in writing.

f) In the event of Musician's breach of this Agreement, Agent's sole right and remedy for such breach shall be the receipt from Musician of the commissions specified in this Agreement, but only if, as and when, Musician receives money or other consideration on which such commissions are payable hereunder except as provided in paragraph 5 (c) hereof.

g) **MUSICIAN HEREBY ACKNOWLEDGES THAT AGENT'S ACQUAINTANCE, KNOWLEDGE OF A WORKING RELATIONSHIP WITH EMPLOYERS OF MUSICIAN'S SERVICES IS ESSENTIAL AND IMPORTANT IN THE SECURING OF EMPLOYMENT FOR MUSICIAN WHETHER AS A SINGLE OR ONGOING ENGAGEMENT AND THAT SUCH EMPLOYERS IDENTIFY MUSICIAN WITH AGENT: THEREFORE THE MUSICIAN WILL NOT PLAY BACK AT OR NEGOTIATE TO PLAY BACK FOR ANY EMPLOYER WHICH WAS CONTRACTED ORIGINALLY THROUGH AGENT FOR SIX (6) MONTHS PAST TERMINATION OF THIS CONTRACT WITHOUT PAYING FULL COMMISSIONS ON THOSE ENGAGEMENTS.** Six (6) months is further acknowledged in light of the circumstances of Musician's and Agent's trade as a period beyond which employers would no longer reasonably identify Musician with Agent.

#### V. COMPENSATION OF AGENT

a) In consideration of the services to be rendered by Agent hereunder, Musician agrees to pay to Agent commissions equal to the percentages set forth below, of the gross moneys received by Musician, directly or indirectly, for each engagement on which commissions are payable hereunder:

i) **Twenty (20%) percent** of the gross moneys received for a single or two consecutive night engagement at the same place.

ii) **Fifteen (15%) percent** of all gross moneys received for three or more consecutive night engagements at the same place.

b) Commissions shall become due and payable to Agent by check or money order and must be payable to \_\_\_\_\_ (Agent) \_\_\_\_\_ for the full amount due to Agent within seventy-two (72) hours after completion of engagement. In such event that Musician fails to pay any commissions when due, Agent may at its discretion withhold and refuse to secure further engagements for Musician until said commissions are paid. The withholding or refusal to secure further engagements for Musician because of Musician's failure to pay commissions when due shall not constitute a breach on the part of Agent to secure the minimum number of engagements provided hereunder. The minimum number of engagements guaranteed pursuant to paragraph 6(b) shall be reduced by either:

i) One (1) week for six night engagements, or

ii) Two (2) engagements for single night engagements for each week the commission remains due and payable to Agent.

c) No commissions shall be payable on any engagement if Musician is not paid for such engagement only if non-payment is not due to Musician's misconduct. If non-payment for all or part of engagement is the fault of Musician, the full commission for the contract price will be paid to Agent. This shall not preclude Agent from seeking and recovering damages to compensate him for actual expenses incurred as the direct result of the cancellation of an engagement when such cancellation was the result of the intentional misconduct of the Musician in addition to any claims for commission.

d) As used in this paragraph and elsewhere in this Agreement, the term "gross earnings" shall mean the gross money received by Musician for each engagement.

#### **VI. DURATION AND TERMINATION OF AGREEMENT**

a) The term of this Agreement shall be as stated in the opening heading hereof, subject to termination by either party upon the default of the other of any provision in this Agreement.

b) In addition to termination pursuant to other provisions of this Agreement, this Agreement may be terminated by either party, by notice as provided below, if Musician:

i) does not obtain employment for at least \_\_\_ cumulative weeks of up to six night engagements to be performed during each year during the term hereof; or

ii) does not obtain employment for at least \_\_\_ single night engagements to be performed during each year of the term hereof.

c) Notice of such termination because of default of either party shall be given by mail addressed to the addressee at his last known address. At such time the Musician will play out those engagements specified and contracted by Agent.

d) This contract remains in effect even in such event as musician joins or becomes a member of A.F.M. or other musician union.

#### **VII. NO OTHER AGREEMENTS**

This is the only and the complete Agreement between the parties relating to all or any part of the subject matter covered by this Agreement. There is no other agreement, arrangement, or participation between the parties, nor do the parties stand in any relationship to each other which is not created by this Agreement, whereby the terms and conditions of this Agreement are avoided or evaded, directly or indirectly, such as, by way of example but not limitation, contracts, arrangements, relationships or participations relating to publicity services, business management, music publishing or instruction.

#### **VIII. SUBMISSION AND DETERMINATION OF DISPUTES**

Any and all controversies will be taken to the civil courts of the State of \_\_\_\_\_, **DEFENDANT HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF \_\_\_\_\_, INCLUDING THE COURTS OF \_\_\_\_\_ COUNTY. DEFENDANT AUTHORIZES THE COMMENCEMENT OF SUIT CONCERNING THIS CONTRACT WITHIN THE STATE OF \_\_\_\_\_ BY PERSONAL SERVICE WHETHER SERVICE IS MADE WITHIN OR WITHOUT THIS STATE.**

#### **IX. NO ASSIGNMENT OF THIS AGREEMENT**

This Agreement shall be personal to the parties and shall not be transferable or assignable by operation of or otherwise without the prior written consent of the Musician and Agent. The obligations imposed by this Agreement shall be binding upon the parties. Musician may terminate this Agreement at any time within ninety (90) days after the transfer of a controlling interest in the Agent.

**X. DAMAGES**

In view of the fact that musician is able to secure employment at establishments throughout the United States and the world and is further able to secure agents throughout the same area, it is difficult and costly for Agent to ascertain the names of agents subsequently engaged by Musician or to ascertain the number of or value of subsequent engagements undertaken by Musician. The parties hereto therefore agree that in the event of Musician's breach of this Agreement either by way of securing bookings from another agent or person or by way of refusing bookings secured by Agent, then Agent's damages shall be determined as follows:

a) For each month or portion thereof remaining in the term of this Agreement after Musician's breach, Agent shall be entitled to receive as damages an amount equal to the average monthly commissions to which Agent was entitled prior to Musician's breach. The average commission shall be based on actual engagements by Musician as well as bookings refused by Musician.

b) Agent shall be further entitled to receive its cost, disbursements and attorney's fees as provided by law in any suit to collect damages provided herein.

**XI. A.F.M. MEMBERSHIP**

Musician by executing this Agreement does not obligate himself in any way to become a member of the A.F.M., notwithstanding any agreement Agent may have with A.F.M.

**XII. TERMS**

All terms hereof expressed in the singular shall also mean the plural and all terms implying gender shall also mean either gender.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this \_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Agent

By \_\_\_\_\_  
Musician

By \_\_\_\_\_  
Musician

By \_\_\_\_\_  
Musician

By \_\_\_\_\_  
Musician

## EXCLUSIVE SONGWRITER CONTRACT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (name) \_\_\_\_\_, of \_\_\_\_\_ (address) \_\_\_\_\_, (hereinafter referred to as "Publisher"), and \_\_\_\_\_ (name) \_\_\_\_\_, of \_\_\_\_\_ (address) \_\_\_\_\_, (hereinafter individually referred to as "Writer").

**FOR AND IN CONSIDERATION OF** mutual covenants set forth, the parties do hereby agree as follows:

- 1. Employment.** Publisher hereby employs Writer to render his services as a songwriter and composer and otherwise as may be hereinafter set forth. Writer hereby accepts such employment and agrees to render such services exclusively for Publisher during the term hereof, upon the terms and conditions set forth herein.
- 2. Term.** The term of this Agreement shall commence upon the date hereof and shall continue until \_\_\_\_\_, 20\_\_\_\_.
- 3. Grant of Rights.** Writer hereby irrevocably and absolutely assigns, transfers, sets over, and grants to Publisher, its successors, and assigns each and every and all rights and interests of every kind, nature and description in and to the results and proceeds of Writer's services hereunder, including, but not limited to the titles, words, and music of any and all original arrangements of musical compositions in the public domain in any and all licenses relating thereto, together with all worldwide copyrights and renewals and extensions thereof, which musical works have been written, composed, created, or conceived, in whole or in part, by Writer alone or in collaboration with another or others, and which are now owned or controlled, directly or indirectly, by Writer, alone or with others, or as the employer or transferee, directly or indirectly, of the writers or composition, ad all worldwide copyrights and renewals and extensions thereof, all of which Writer does hereby represent are and shall at all times be Publisher's sole and exclusive property as the owner thereof free from any adverse claims or rights therein by any other person, firm or corporation. Attached hereto as Exhibit A is a list of musical compositions written and made a part of this Agreement.

Writer acknowledges that, included within the rights and interests hereinabove referred to, but without limiting the generality of the foregoing, is Writer's irrevocable grant to Publisher, it's successors, licenses, sublicensees and assigns, of the sole and exclusive right license, privilege, and authority throughout the entire world with respect to the said original musical compositions and original arrangements of compositions under the public domain, whether now in existence or hereafter created during the term hereof as follows:

(a) To perform said musical compositions publicly, whether for profit or otherwise, by means of public or private performance, radio broadcasting, television, or any and all means, whether now known or which may hereafter come into existence;

(b) To substitute a new title or titles for said compositions or any of them and to make any arrangement, adaptation, translation, dramatization or transportation of said compositions or any of them, in whole or part, and in connection with any other literary, musical or dramatic material, and to add new lyrics to the music of any said compositions or new music to the lyrics of any of said compositions, all as Publisher may deem expedient or desirable; provided, however, anything to the contrary notwithstanding, nothing contained herein shall be construed to allow Publisher to make any changes in Writer's recorded performances. In the event Publisher is directly involved in the printing of sheet music containing Writer's musical compositions Publisher agrees to make all reasonable effort to produce a reproduction of Writer's original recording of such composition as accurately as possible.

(c) To secure copyright registration and protection of said compositions in Publisher's name or otherwise as Publisher may desire at Publisher's own cost and expense and at Publisher's election, including any and all renewals and extensions of copyrights, and to have and hold said copyrights, renewals, extensions and all rights of whatsoever nature thereunder existing, for and during the full term of all said copyrights and all renewals and extensions thereof;

(d) To make or cause to be made, and to license others to make, master records, transcriptions, sound tracks, pressings, and any other mechanical, electrical or other productions of said compositions, in whole or part, in such form or manner and as frequently as Publisher's sole and uncontrolled discretion shall determine, including the right to synchronize the same with sound motion pictures, and the right to manufacture, advertise, license or sell such reproductions for any and all purposes, including, without limitation, private performances and public performances, radio broadcasts, television, sound motion pictures, wired radio or cable television, phonograph records and any and all other means or devices whether now known or which may hereafter come into existence.

(e) To print, publish and sell, and to license others to print, publish and sell, sheet music, orchestrations, arrangements and other editions of the said compositions in all forms, including, without limitation, the inclusion of any or all of said compositions in song folios, song books, mixed or lyric magazines with or without music; and

(f) Any and all other rights of every and any nature now or hereafter existing under any by virtue of any common law rights and copyrights and renewals and extensions thereof in any and all such compositions. Writer grants Publisher, without any compensation other than specified herein, the perpetual right to use and publish and to permit others to use and publish Writer's name (including any professional name heretofore or hereafter adopted by Writer), Writer's photograph or any other likeness, which shall be approved by Writer's logos and trademarks whether now in existence or created during the term hereof and biographical material concerning Writer, and the titles of any and all of the compositions hereunder, in connection with the printing, sale, advertising, performance, distribution and other exploitation of the compositions hereunder, and for any other purpose related to the music business of Publisher, its affiliated and related companies, or the refrain therefrom. This right shall be exclusive during the term hereof and nonexclusive thereafter. Writer grants Publisher the right to refer to Writer as Publisher's "Exclusive Songwriter and Composer" or any other similar appropriate appellation, during the term hereof.

4. **Warranties, Representations, Covenants and Agreements:** Writer hereby warrants, represents, covenants and agrees as follows: Writer had the full right, power and authority to enter into and perform this Agreement and to grant to and vest in Publisher all the rights herein set forth, free and clear of any and all claims, rights and obligations whatsoever; all of the compositions and all other results and proceeds of the services of the Writer hereunder, including all the titles, lyrics and music of the musical compositions, and each and every part therefore, delivered and to be delivered by Writer hereunder are and shall be new and original and capable of copyright protections throughout the entire world; no musical composition hereunder nor any part thereof shall be an imitation or copy of, or shall infringe upon any other material, of shall violate or infringe upon any common law or statutory rights of any part including without limitation, contractual rights and copyrights and rights of privacy, and Writer has not sold, assigned, leased, licensed or in any way disposed of or encumbered any composition or rights herein granted to Publisher, not shall Writer sell, assign, lease, license or in any other way dispose of or encumber any of the compositions or said rights.

5. **Power of Attorney:** Writer does hereby irrevocably constitute, authorize, empower and appoint Publisher, or any of its officers, Writer's true and lawful attorney (with full power of substitution and delegation), in Writer's name, and in Writer's place and stead, or in Publisher's name, and to take and do such action, and to make, sign, execute, acknowledge and deliver all instruments or document, which Publisher, or its, successors, assigns and licenses, all of the rights or interests granted by Writer hereunder, including, without limitation, such documents as Publisher may deem desirable or necessary to secure to Publisher or its the worldwide copyrights for all compositions hereunder for the entire term of copyright and for any and all renewals and extensions.

6. **Compensaton:** Provided the Writer shall faithfully and completely perform the terms, covenants and conditions of this Agreement, Publisher hereby agrees to pay Writer for the services to be rendered by Writer under this Agreement, and for the rights acquired hereunder, the following compensation based on the musical compositions which are the subject hereof:

(a) Ten percent (10%) of the wholesale selling price per copy for each piano copy and dance orchestration printed, published and sold in the United States and Canada by Publisher or its licensees, for which payment has been received by Publisher, after deduction of returns.

(b) Twelve and on-half (12-1/2%) of the wholesale selling price upon each printed copy of each other arrangement and edition printed, published and sold in the United States and Canada by Publisher or its licensees, for which payment has been received by Publisher, after the deduction of return, except that in the event that any compositions shall be used or caused to be used, in whole or part, in conjunction with one or more musical composition in a folio, album or any other publication. Writer shall be entitled to receive that proportion of said twelve and one-half percent (12 1/2%) which the subject compositions shall bear to the total number of musical compositions contained in each folio, album, or publication.

(c) Fifty percent (50%) of any and all net sums actually received (less any costs for collection) by Publisher in the United States from the exploitation in the United States or Canada by the licensees of Publisher of mechanical rights, electrical transcription and reproduction rights, motion picture and television synchronization rights and all other rights(excepting printing rights and public performing rights) therein, whether or not such licensees are affiliated with, owned in whole or part by, or controlled by Publisher.

(d) Writer shall receive his public performance royalties throughout the world directly from the performing rights to which he is affiliated (ie. American Society of Composers, Authors and Publishers, Broadcast Music Inc...) and shall have not claim whatsoever against Publisher for any royalties received by Publisher from any performing rights society which makes payments directly (or indirectly other than through the Publisher) to writers, authors and composers.

(e) Fifty percent (50%) 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 subject musical compositions in countries outside the United States and Canada (other than public performance royalties as herein mentioned in (d) above) from collection agents, licensees, subpublishers or others, whether or not same are affiliated with, owned in whole or part by, or controlled by Publisher.

(f) Publisher shall not be required to pay any royalties on professional or complimentary copies or any copies musical derivatives which are distributed gratuitously to performing artists, orchestra leaders and disc jockeys or for advertising, promotional or exploitation purposes. Furthermore, no royalties shall be payable to Writer of consigned copies unless paid for, and not until such time as an accounting therefore can be properly made.

(g) Royalties as hereinabove specified shall be payable solely to Writer in instances where Writer is the sole author of the entire composition, including the words and music thereof. However, in the event that one or more other songwriters are authors together with Writer on any composition (including songwriters employed by Publisher to add, change, or translate the words or to revise or change the music), the foregoing royalties shall be divided equally between Writer and the other songwriters unless another division of royalties is agreed upon in writing between the parties concerned and such written agreement is submitted to publisher prior to payment.

(h) Except as herein expressly provided, no other royalties or monies shall be paid to Writer.

**7. ACCOUNTING:** Publisher shall compute the total composite royalties earned by Writer pursuant to this Agreement and pursuant to any other agreement between Writer and Publisher, whether now in existence or entered into at any time subsequent hereto, on or before September 30th for the semi-annual period ending the preceding June 30th, and shall thereupon submit to Writer the royalty statement for each period together with the net amount of such royalties, if any, as shall be payable after deducting any and all unrecovered advances and chargeable costs under this Agreement or any other agreement between Writer and Publisher. Upon the submission of each statement, Publisher shall have the right to retain, with respect to print sales as a reserve against subsequent charges, credits or returns, such portion of payable royalties as shall be necessary and appropriate in its best business judgement. All statements rendered by Publisher to Writer shall be binding upon Writer and not subject to any objection by Writer for any reason unless specific written objection, stating the basis thereof, is submitted by Writer to Publisher within one (1) year from the date rendered. Writer or a certified public accountant in his behalf may, at Writer's expense, and at reasonable intervals, examine Publisher's books relating to activities during the accounting period for said statement.

**8. ACTIONS:** Publisher may take such action as it deems necessary, either in Writer's name or in its own name, against any person to protect all rights and interests acquired by Publisher hereunder. Writer will, at Publisher's request, cooperate fully with Publisher in any controversy which may arise or litigation which may be brought concerning Publisher's rights and interests obtained hereunder. Publisher shall have the right to, in its absolute discretion, to employ attorneys and to institute or defend any action or proceeding and to take any other proper steps to protect the right, title and interest of Publisher in and to each musical composition hereunder and every portion thereof and in that connection, to settle, compromise or in any other manner dispose of any matter, claim, action or proceeding and to satisfy any judgement that may be rendered, in action brought by Publisher against any alleged infringer of any musical composition shall be initiated and prosecuted as a result thereof after deduction of the expense of litigation, including but not limited to attorney's fees and court cost, a sum equal to fifty percent (50%) of such net proceeds shall be paid to Writer. Writer agrees to and does hereby indemnify, save and hold Publisher harmless from any and all loss connected with any claim by a third party which is inconsistent with any in this Agreement, and Writer agrees to reimburse Publisher, on demand, respect to any liability or claim to which the foregoing indemnity applies. Pending the determination of any such claim, Publisher may withhold payment of royalties or other monies hereunder.

**9. NOTICES:** Any written notices which Publisher will desire to give Writer hereunder and all statements, royalties and other payments which shall be due to Writer hereunder shall be addressed to Writer at the address set forth on Page 1 hereof until Writer shall give Publisher written notice of a new address. All notices which Writer shall desire to give to Publisher hereunder shall be addressed to Publisher at the address set forth on Page 1 hereof until Publisher shall give Writer written notice of a new address. All notices shall be delivered by hand or served by mail, postage prepaid, or telegraph office, whichever shall be first, shall be deemed the date of service.

**10. ENTIRE AGREEMENT.** This Agreement supersedes any and all prior negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.

**11. COLLABORATION AND SEPARATE AGREEMENTS:**

(a) Whenever Writer shall collaborate with any other person in the creation of any musical composition, and such musical composition shall be subject to the terms and conditions of this Agreement, and Writer warrants, represents and agrees that prior to the collaboration with any other person, such other person shall be advised of this exclusive agreement and advised that all such composition must be published and owned by Publisher. In the event of such collaboration with any other person, Writer shall cause such other person to execute a separate songwriter's agreement with respect thereto, which agreement shall set forth the division of the songwriter's share of income between Writer and such other person, and Publisher shall make payment accordingly.

(b) If Publisher so desires, Publisher may request Writer to execute a separate agreement in Publisher's customary form with respect to each musical composition hereunder. Upon such request Writer shall promptly execute and deliver such separate agreement. Publisher shall have the right, pursuant to the terms and conditions hereof, to execute such separate agreement in behalf of the Writer hereunder. Such separate agreement shall supplement and not supersede this Agreement. In the event of any conflict between the provisions of such separate agreement and this Agreement, the provisions of this Agreement shall govern. The failure of either of the parties hereto to execute such separate agreement, whether requested by Publisher or not, shall not affect the rights of Publisher to all the musical compositions written and composed by Writer.

**12. WRITER'S SERVICES:** Writer agrees to perform the services required hereunder conscientiously and solely and exclusively for and as requested by Publisher. Writer shall promptly and faithfully comply with all requirements and requests made by Publisher in connection with its business as set forth herein. Writer shall deliver a manuscript copy of each material composition hereunder immediately upon the completion or acquisition of such musical composition. Publisher shall use its reasonable efforts in its best business judgement to exploit all compositions hereunder, but Publisher's failure to exploit any or all said compositions shall not be deemed a breach hereof.

**13. MODIFICATION, WAIVER, INVALIDITY AND CONTROLLING LAW:** This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by instrument in writing signed by the party sought to be bound. The waiver by either party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement. (whether or not similar in nature). If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. This Agreement shall be deemed to have been made in the State of \_\_\_\_\_, and its validity, construction and effect shall be governed by the laws of the State of \_\_\_\_(state)\_\_ applicable to agreement wholly performed therein. This Agreement shall not be binding upon Publisher until signed and executed by Writer.

**14. UNIQUE SERVICE:** Writer acknowledges that the services rendered hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach by the Writer of any of the provisions of this Agreement will cause Publisher great and irreparable injury and damage. Writer expressly agrees that Publisher shall be entitled to the remedies of injunction and other equitable relief to prevent a breach of this Agreement or any provision hereof which relief shall be in addition to any other remedies for damages or otherwise, which shall be available to the Publisher.

**15. ASSIGNMENT:** Publisher shall have the right to assign this Agreement or any of its rights hereunder to any party. Writer does not have the right to assign this Agreement.

**16. DEFINITION:** For the purpose of this Agreement, the word "person" means and refers to any individual, corporation, partnership, association or any other organized group of persons legal successors or representatives of the foregoing. Whenever the expressions "the term of this Agreement" or "period hereof" or words of similar connotation are included herein, they shall be deemed to mean and refer to the initial term of this Agreement and any and all renewals, extensions, substitutions or replacements of this Agreement, whether expressly indicated or otherwise. Where more than one person shall comprise Writer, the singular shall also include the plural, as applicable.

**17. RECOUPMENTS:** It is understood and acknowledged that any and all charges or advances against royalties under this Agreement may be recouped only from the royalties earned hereunder. No cross collateralization exists between this Agreement and any other facet of the Writer's business or career.

**18. RIGHT OF REVISION:** Notwithstanding anything contained herein to the contrary:

(a) In respect of all rights herein granted Publisher in and to any and all musical compositions written by Writer which are not recorded and released as a commercial record prior to the termination of this Agreement, it is understood and agreed that all such rights shall revert to Writer automatically upon the termination of this Agreement.

(b) In respect of any and all musical compositions which are released as a commercial record for sale to the public, it is understood and agreed that all such rights herein granted to Publisher shall terminate fifty (50) years from the date of creation as such date is shown on the copyright registration form and the copyright ownership shall revert to Writer and/or his/her heirs.

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

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**Publisher**

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**Writer**

EXCLUSIVE SONGWRITER'S CONTRACT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
by and between \_\_\_\_\_

In consideration of \$1.00 to the Writer by the Publisher in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and the covenants hereinafter set forth, the parties agree as follows:

1. The Writer hereby sells, assigns and transfers to the Publisher all of the musical compositions, including the titles, words and music thereof, which may be composed and/or written by him during the period of this agreement, together with all the Writer's right, title and interest in and to all musical compositions composed and/or written in part by the Writer or jointly or in collaboration with any other person, writer or composer during such period; including the right to revise and arrange each of the said musical compositions for all copyright to obtain copyrights thereon in the name of the Publisher or otherwise; and the Writer hereby irrevocably appoints the Publisher his Attorney-in-Fact, a formal assignment of any renewal copyright obtained by the Writer.

2. The Writer shall, when requested to do so by the Publisher, promptly execute and deliver as and when requested, all agreements, documents and writings necessary or requested for the purpose of effectuating this agreement, and also a separate royalty agreement and assignment to the Publisher for each of the compositions embraced by this agreement in the Publisher's customary form, which, however, shall supplement but not supersede this agreement; and the Writer hereby irrevocably appoints the Publisher his Attorney-in-Fact to execute and deliver any or all such agreements, documents, and writings.

The Writer shall promptly deliver to the Publisher a clear and complete copy of each such composition.

3. The Publisher shall have the right to use the name, photographs, simulations and likenesses of the Writer in publicizing, advertising, exploiting, distributing and selling.

4. The Publisher, prior to the publication by the publisher, or the recording or mechanical or motion picture use under any agreement with the Publisher of any said composition, shall have the right to reject such compositions by giving the Writer written notice of such rejection, and thereafter the Writer shall have the right to make such use of such composition as he may see fit, and the Publisher shall thereafter have no interest therein.

5. In consideration of the Writer's performance of all the terms and conditions hereof by him to be performed, the Publisher shall pay to the Writer in respect of each such composition, the following:

a) \_\_\_\_\_  
cents of each regular piano copy and orchestration sold, paid for and not returned in the United States and Canada.

b) \_\_\_\_\_  
percent of all net sums received by the Publisher in respect of regular piano copies and orchestrations sold and paid for in any foreign country other than the Dominion of Canada.

c) \_\_\_\_\_  
percent of all net sums received by the Publisher in respect of any licenses issued authorizing the manufacture of the parts of instruments serving to mechanically reproduce the said compositions, or to use the said compositions in synchronization with sound motion pictures, or to reproduce them on so-called "Electrical Transcriptions" for broadcasting purposes.

d) The sum of \_\_\_\_\_

e) cents for each folio paid for and not returned in the United States and Canada. When a folio contains one or more works of the Writer, payment to the Writer for each such folio shall be such part of \_\_\_\_\_

f) cents as the number of works of the Writer included therein bears in the total number of compositions in such folio.

6. The Publisher shall render to the Writer, so long as the Publisher shall continue publication or the licensing of any rights in any of said compositions, royalty statements with respect to such compositions on or before each August 15th, covering the six months ending June 30th, and each February 15th, covering the six months ending December 31st; each of which statements are to be accompanied by remittance of any royalties then due.

7. Unless otherwise stated by the Writer in the respective contracts covering the songs, the Writer represents and warrants each of such compositions, words and music, as his sole, exclusive and original work and that no one other than the Writer has any right or interest of any nature therein, and that he has not entered into any agreement with any person, firm or corporation that has claimed or will claim any right or interest there in, and that none of such compositions infringes upon any other song or musical compositions or copyright or literary property in any manner, and that none of such compositions has ever been published, and that he has full right and authority to make this agreement.

8. In the event of the Writer's failure to execute separate agreements covering any one composition, then the terms contained in this agreement shall govern payment of royalties, and all other provisions of this agreement shall apply.

9. This agreement shall be for a period of three months from date hereof. Publisher shall have the following options to extend this agreement as follows:

A. Upon the expiration of the initial three-months period, Publisher shall have the right and option to extend the agreement for an additional period of three months upon the same terms and conditions except as otherwise provided.

B. Upon the expiration of the first option period as specified in subparagraph "A.", Publisher shall have the right and option to extend the agreement for an additional period of three months upon the same terms and conditions except as otherwise provided.

C. Upon the expiration of the second option period as specified in subparagraph "B." above, Publisher shall have the right and option to extend this agreement for one additional three month period upon the same terms and conditions except as otherwise provided.

D. Upon the expiration of the third option period as specified in subparagraph "C." above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

E. Upon the expiration of the fourth option period as specified in subparagraph "D" above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

F. Upon the expiration of the fifth option period as specified in subparagraph "E" above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

G. Upon the expiration of the sixth option period as specified in subparagraph "F" above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

10. Should Publisher elect to exercise all of the options as herein contained, Publisher shall have the right to the exclusive services of Writer for the total period of five years.

EACH OF THE AFOREMENTIONED OPTIONS SHALL BE DEEMED EXERCISED BY PUBLISHER WHEN PUBLISHER GIVES WRITTEN NOTICE TO WRITER BY REGULAR MAIL AT HIS LAST KNOWN ADDRESS OF PUBLISHER'S INTENTION TO EXERCISE THE THEN APPLICABLE OPTION.

11. (a) Publisher hereby guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during the initial period of this contract.

(b) In the event this contract is renewed for an additional three month period, publisher guarantees Writer \$ \_\_\_\_\_

(c) weekly advance against royalties during this first option period.

(d) In the event Publisher renews this contract for a second option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this second option period.

(d) In the event Publisher renews this contract for a third option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this third option period.

(e) In the event Publisher renews this contract for a fourth option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this fifth option period.

(f) In the event Publisher renews this contract for a fifth option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this fifth option period.

(g) In the event Publisher renews this contract for a sixth option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this sixth option period.

(h) In the event Publisher renews this contract for a seventh option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this seventh option period.

WITNESS our hands and seals the day and year first above written.

\_\_\_\_\_  
BY: \_\_\_\_\_

ACCEPTED AND AGREED:

BY: \_\_\_\_\_  
Writer

**FILM SYNCHRONIZATION CONTRACT**

**THIS AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, (hereinafter referred to as "Composer" and \_\_\_\_\_, (hereinafter referred to as "Employer").

**WHEREAS** the Composer has hereto written and composed certain musical compositions, lyrics and arrangements, including arrangements of public domain material (all herein called (Music) as independent contractor of \_\_\_\_\_ Employer in connection with the motion picture now entitled:

" \_\_\_\_\_ ".

In consideration of the premises, it is agreed as follows"

1. Composer hereby licenses to Employer and its assigns, as their interest may appear, on a non-exclusive basis, the following rights including, without limitation, the complete, unencumbered, exclusive and perpetual right throughout the world to exhibit, record, reproduce, broadcast, televise, transmit, publish, copy, print, reprint, vend, sell, distribute, perform and use for any purpose, in connection with the motion picture as defined herein, whether or not now known, invented, used or contemplated, and whether separately or in synchronism or timed relation with the Picture or trailers, clips or portions thereof, or any other motion picture or otherwise, all or any part of the matters and things referred to in this paragraph and to refrain from all or any part thereof. Employer or its assigns may add lyrics from all or any part thereof. Employer or its assigns may add lyrics in any language, and otherwise add to, subtract from, arrange, rearrange, revise and adapt all such material and the Picture in any manner, and Composer hereby waives the "moral rights" of authors, as said term is commonly understood throughout the world. Said license of rights is conditioned upon and subject to the following:

(a) Motion pictures containing the Music may be exhibited by any licensed or authorized exhibitor. No such license shall be required in any of the situations referred to above with respect to which Employer reserves the right to perform the Music.

(b) Under no circumstances shall the Composer, and of his successors in interest, or anyone acting in his behalf, have the right to take any proceedings that would have the effect of enjoining and/or preventing and/or otherwise interfering with the public exhibition and performance anywhere in the world and by any means or method now or hereafter known of motion pictures with the Music included therein, nor shall Employer or any distributor of such motions picture be liable to Composer for any action that the association or anybody may or may not take in administering the remaining performing rights or for any payments that the licensing organization (A.S.C.A.P., B.M.I. etc..) may or may not make to the Composer.

(c) Neither Employer or any distributor of any motion picture shall be liable to the Composer, or his successors in interest, or to the licensing body or its affiliates, for any payment of any sums by reason of performances of the Music as contained in the motion pictures, with the exception of payment of the statutory mechanical rate at the time of execution of this Agreement paid by Employer to Composer or his music publisher for the sale to the public of the Music on sound tracks released as phonorecords, video tapes, compact discs, cassette tapes or any and all methods now known or that may come into being.

(d) Composer and his heirs, executors, administrators or other personal representatives, agents, successors or assigns shall have no independent right to license performances of the Music as included in motion pictures or to otherwise interfere in any way with the distribution and exhibition of motion pictures containing the Music.

(e) For the purpose of protecting motion pictures in which any music is used or to be used, Employer or its assigns shall always have the right to impose restrictions upon the performance of such Music apart from motion pictures.

2. As used herein, the following terms shall unless the context clearly provides to the contrary, have the following meanings:

**"Motion picture"** or its equivalent means and includes, but is not limited to motion pictures cinematographic films and photoplays of every kind and nature whatsoever (including films for television, video tapes, and films produced electronically), including the sound track thereof, as well as trailer, clips and portions thereof, and copies of any of the foregoing, produced by any means now known or hereafter known, invented, used or contemplated by which photographs, pictures, images or other visual or audiovisual reproductions or representations are or may be printed, imprinted, recorded or otherwise preserved on material of any description (whether translucent or not) for later projection or exhibition in such manner that the same are or appear to be in motion on a screen, mirror, monitor, tape or any other medium or device whether or not accompanied by sound track.

**"Sound Track"** means and includes sound recordings and reproduction of every kind and nature whatsoever produced by means of electrical, electronic, mechanical, or other processes or devices now known or hereafter known, invented, used or contemplated by which sound may be recorded for later transmission or playback in synchronization or timed relation with motion pictures or separately on phonograph records, or otherwise.

**"Copies"**, with reference to a motion picture or sound track, means and includes any negative or positive print, dupe, negative, video or other electronic tape recording, disc or other physical article of any kind produced by means of any process or device now or hereafter known or contemplated, on which such motion picture or sound track, or any part thereof, is printed, imprinted, recorded, reproduced or duplicated.

**"Exhibitor"** means any person, firm, or corporation who holds a valid and subsisting license from the copyright proprietor of the motion picture involved (either directly or indirectly through distributor, subdistributor or other licensee of such copyright proprietor) to exhibit and perform such motion picture (including the Music), publicly, whether theatrically, on free pay or subscription cable television, cable, satellite, airlines, armed services or other, by any means or media whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the date first above

By \_\_\_\_\_  
**EMPLOYER**

By \_\_\_\_\_  
**COMPOSER**

## FOREIGN AGENCY CONTRACT

This is an AGENCY AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Principal") and \_\_\_\_\_ (hereinafter referred to as "Agent").

**Principal is the owner** of the mechanical recording rights in copyrighted musical work referred to as \_\_\_\_\_ (hereinafter referred to as the "Composition/Album") with music and lyrics by \_\_\_\_\_ as recorded by \_\_\_\_\_.

**Principal does hereby appoint Agent** as lawful agent and representative for the purpose of exploiting, marketing and negotiating for the granting of sub-publishers within the territory of \_\_\_\_\_ (hereinafter referred to as "Licensed Territory") the following rights:

1. Exclusive right to print, publish and vend copies of the Composition/Album in the Licensed Territory.
2. The exclusive rights for mechanical and electrical reproduction of the Composition/Album in the Licensed Territory on phonograph records and prerecorded tapes and transcriptions.
3. The nonexclusive right of public performance, including broadcasting on television of the Composition/Album and the licensing of the Composition/Album for such purposes in and for the Licensed Territory.
4. The nonexclusive right to grant nonexclusive licenses for the recording of the Composition/Album in and with motion pictures and television productions produced in the Licensed Territory subject to the written approval of the Principal.
5. The nonexclusive right, with the prior approval of the Principal, to make and publish new translations of the lyrics hereof and to the language or languages of the Licensed Territory with the rights herein above provided in subparagraphs 1 and 4 hereof. All such new matters shall be copyrighted only in the name of Owner and shall be the sole property of the Owner.

**As compensation** for Agent's efforts and word hereunder, Principal agrees to pay Agent as follows:

- (a) \_\_\_\_\_ ( %) Percent of any and all gross receipts paid or credited to principal for each use of the Composition/Album in any album, book, folio, or newspaper,
- (b) \_\_\_\_\_ ( %) of the retail selling price of each copy of the Composition/Album in any form sold and credited or paid for and not returned,
- (c) \_\_\_\_\_ ( %) of any and all gross receipts paid or credited to the Principal by any licensee for mechanical reproductions thereof on phonorecords and prerecorded tapes, videos, and any and all other means of mechanically reproducing the Composition/Album.
- (d) \_\_\_\_\_ ( %) of all monies paid or credited to Principal by any licensee for any use thereof whatsoever, including but not limited to gross broadcast and performance fees in respect to public performances thereof, in the Licensed Territory.

**All monies due Agent hereunder** shall be payable to Agent within thirty days after monies paid to Principal pursuant to agent's work hereunder is received by or credited to Principal. Such payments shall be accompanied by an accounting statement reflecting gross amounts from each source which the Principal is accountable to Agent. Agent shall have reasonable access to all books and records regarding this Composition/Album.

**The term of this Agreement** shall be for a period of \_\_\_\_\_ year(s) commencing on the date of execution of this Agreement.

**This Agreement shall inure to the benefit** of and shall be binding upon the parties hereto, their heirs, successors and assigns.

**This Agreement is not assignable** by either party without written consent of both parties. This Agreement shall be construed under the laws of the State of \_\_\_\_\_.

**Nothing herein contained shall be construed** as a partnership or joint venture between the parties hereto.

**This Agreement cannot be canceled**, altered, modified, amended, or waived in part or in full in any way except by an instrument in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first written above.

By: \_\_\_\_\_

By: \_\_\_\_\_

GENERAL PARTNERSHIP CONTRACT

The undersigned, desiring to form a partnership, hereby make the following agreement:

I. The name of the partnership shall be \_\_\_\_\_

II. The character of the business shall be \_\_\_\_\_

III. The location of the principal place of business shall be \_\_\_\_\_

IV. The name and place of residence of each general partner is: \_\_\_\_\_

V. Each partner shall contribute cash and property, and shall receive percentages of the net profit of the partnership as follows:

<u>Partner</u>	<u>Cash</u>	<u>Property</u>	<u>% of Net Profit</u>
----------------	-------------	-----------------	------------------------

Loss shall be shared in the same ratios as net profit.

VI. Each partner may make additional contributions to, or withdrawals from, the capital of the partnership as may from time to time be agreed upon by all the partners.

VII. The partnership shall continue as long as the partners desire.

VIII. In the event of retirement, expulsion, bankruptcy, death, or insanity of a general partner, the remaining partners shall have the right to continue the business of the partnership under the same name by themselves, or in conjunction with any other person or persons whom they may select.

IX. The partners have the right to admit additional partners by unanimous decision only.

IN WITNESS WHEREOF, we have hereunto set our hands this day:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDEPENDENT CONTRACTOR CONTRACT**

This Independent Contractor Agreement (hereinafter referred to as the "Agreement") is made and effective this \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Consultant") and \_\_\_\_\_ (hereinafter referred to as the "Company").

Now, therefore, Consultant and Company agree as follows:

**1. Engagement.**

Company hereby engages Consultant, and Consultant accepts engagement, to provide to Company the following services:

\_\_\_\_\_

**2. Term.**

Consultant shall provide services to Company pursuant to this Agreement for a term commencing on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

**3. Place of Work.**

Consultant shall render services primarily at Consultant's offices, but will, upon request, provide the services at Company offices or such other places as reasonably requested by Company as appropriate for the performance of particular services.

**4. Time.**

Consultant's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Consultant's discretion, provided that Consultant and Company anticipate that Consultant shall work on average [Expected Time Working] hours per week in the performance of services pursuant to this Agreement. Company relies upon Consultant to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

**5. Payment.**

Company shall pay Consultant \_\_\_\_\_ for services performed pursuant to this Agreement. Payment shall be made \_\_\_\_\_.

Consultant shall bear all of Consultant's expenses incurred in the performance of this Agreement.

**6. Covenant Not to Compete.**

A. During the term of this Agreement and for a period of [Time Period] thereafter, Consultant shall not within [Restriction Area], directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business the same as or similar to the business conducted by Company. In the event any of the provisions of this Section 6 are determined to be invalid by reason of their scope or duration, this Section 6 shall be deemed modified to the extent required to cure the invalidity. In the event of a breach, or a threatened breach, of this Section 6, Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law.

illness, disability, incapacity or death.

ii. Breach or default of any obligation of Consultant pursuant to Section 6, Covenant Not to Compete, or Section 7, Confidentiality, of this Agreement.

iii. Breach or default by Consultant of any other material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Company.

B. Consultant may terminate this Agreement as follows:

i. Breach or default of any material obligation of Company, which breach or default is not cured within five (5) days of written notice from Consultant.

ii. If Company files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Company, any of the foregoing of which remains undismissed for a period of sixty (60) days.

**9. Independent Contractor.**

Consultant is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Consultant shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.

**10. Tools and Supplies.**

Unless otherwise agreed to by Company in advance, Consultant shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Consultant's services hereunder.

**11. Controlling Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**12. Headings.**

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

**13. Final Agreement.**

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

**14. Notices.**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Consultant:

\_\_\_\_\_

If to Company:

\_\_\_\_\_

**15. Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties as of the date first above written.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Consultant

## INTERNATIONAL MARKETING CONTRACT

An Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (Agent) \_\_\_\_\_, \_\_\_\_\_ (address) \_\_\_\_\_, (hereinafter referred to as the "Agent") and \_\_\_\_\_, of \_\_\_\_\_, USA (hereinafter referred to as the Client).

The Agent hereby agrees to market \_\_\_\_\_ copies of the Clients audio product, listed in the attached "Exhibit A" (hereinafter referred to as the "Product"), to the Agent's foreign outlets under the following terms and conditions:

1. The Client agrees to pay in advance to the Agent the sum of \_\_\_\_\_ Dollars per copy of the product as a non-refundable retainer for the Agent's services in marketing the Product to territories outside of the United States of America.

2. The Client warrants to the Agent that the Client owns or controls the master recording, artwork, and all rights and copyrights relevant to the Product. The client shall inform the Agent of any and all territories where sub-publishing and/or licensing of the Product have been reserved; and in the cases where sub-publishing and/or licensing have not been reserved, the Client warrants that foreign sub-publishing and/or licensing rights to the Product are available. In addition, the Client warrants that the Product is not bound by any other contractual obligation which would preclude the Agent's fulfillment of any and all terms or parts of this Agreement.

3. The Agent shall be the exclusive representative of and for the Product to any and all territories outside the United States of America for an initial period of three (3) months, commencing the date that this Agreement is executed. The Agent reserves the option to extend this period for three (3) additional consecutive terms of three (3) months each to facilitate pending agreements. The Client must be informed of the exercise of the foregoing Agent's options in writing, sent prior to the expiration of the initial term. Such notice shall identify the third parties wherein possible agreements are pending and the territories to be covered.

4. The Agent shall provide to the Client monthly progress reports on the Agent's efforts on behalf of the Client.

5. In the event any outlet responds positively to the Product, the Agent shall inform the Client immediately, since the Agent is not empowered to enter into any negotiations on the Client's behalf without the Client's prior consent. If such event(s) occur(s) and a contract is made, the agent shall receive a share as defined in "Exhibit A", and the Client shall receive the remaining share, also defined in "Exhibit A" of all advances, royalties, and other revenues received in the United States of America from territories outside the United States of America including publishing income, but excluding writer's income, as a result of such contractual agreement(s) secured for the Product directly or indirectly by the Agent on the Client's behalf. All offers and contracts shall be forwarded to Client for his review and commentary in negotiations.

6. For each contractual agreement secured by the Agent on the Client's behalf, the Client agrees to supply all necessary production parts at the Client's own expenses, and to reimburse the Agent for reasonable telecommunication, postage and freight expenses incurred in the pursuit of bona fide offers to contract with Client.

7. Any and all contractual agreements secured by the Agent on the Client's behalf shall extend the term of the Agent's exclusive representation of the Product in the territory(s) in which the Product is contractually bound for a period equal to the term of such contractual agreement(s) including any and all options, renewals, and extensions set forth in such agreement(s).

8. The Client shall, for a period of twelve (12) months from the date this Agreement is executed, afford the Agent the right of first refusal to negotiate contracts regarding assignment of the Product within the territory of the United States of America if such negotiations have arisen as a direct result of the Agent's endeavors outside the United States of America. The Client further agrees to pay the Agent a share, as defined in "Exhibit A" of all advances, royalties, and other revenues originating in the United States of America including publishing income but excluding writer's income as a direct result of negotiations by Agent in and for the territory of the United States of America. Furthermore, if in the case that the Client selects to have the Product represented in the United States of America by a party other than the Agent, then the Client shall pay the Agent a share, defined as one-half (1/2) of the Agent's share, defined in "Exhibit A", of all advances, royalties, and other revenues originating in the United States of America including publishing but excluding writer's income from any contractual agreement in and for the territory of the United States of America which arises as a direct result of the Agent's endeavors outside the United States of America.

9. The Client reserves the right to examine and negotiate, accept or reject directly, or through Client's legal representative, any contractual agreement(s) between third parties and the Client regarding the Product before such agreement(s) is entered into.

10. (a) Agent and Client agree that all contractual agreements secured under the terms of this Agreement shall be made in the name of \_\_\_\_\_ (Owner) \_\_\_\_\_ with \_\_\_\_\_ (Agent) \_\_\_\_\_ as Agent". Furthermore, all financial instruments containing advance and/or royalty payments associated with such agreements shall be made payable to " \_\_\_\_\_ (Agent & Owner) \_\_\_\_\_". and shall be deposited escrow at:

\_\_\_\_\_  
**(Name and Address of Bank)**  
**(hereinafter referred to as the "Bank")**

The escrow account at the Bank shall be named " \_\_\_\_\_ (Client & Agent) \_\_\_\_\_". The Agent and the Client agree to appoint and authorize \_\_\_\_\_ (Agent) \_\_\_\_\_ to endorse, on behalf of Agent and Client with his signature and the phrase "for deposit only," all financial instruments made payable to " \_\_\_\_\_ (Agent & Client) \_\_\_\_\_" and deposit such instruments into the escrow account.

(b) The Agent and Client authorize the Bank as escrow agent to collect and hold all monies deposited in said escrow account until it is instructed in writing jointly by the Agent and Client to divide the monies in accordance with the percentages set forth in "Exhibit A" and to distribute simultaneously the respective shares to the Agent and Client.

(c) The fees for the Bank's services for acting as escrow agent in these regards shall be deducted before any distributions are made and are listed in "Exhibit B". The distributions shall come from the net proceeds thereafter.

(d) The Bank shall act as escrow agent only. Both parties to this agreement agree to hold the Bank harmless for any claims or charges that either party feels it may have against the other or that any outside third party may have against the Agent and/or Client.

11 The Agent shall forward to the Client all royalty statements, source documents, and copies of correspondence and escrow statements received within thirty (30) days of receipt of same.

12. The Agent and the Client agree that all financial transactions between the Agent, the Client, and any of the Agent's foreign outlets shall be transacted in U.S. dollars computed at "the source."

13. The Client indemnifies the Agent from any legal claims regarding the Product not associated with this Agreement. The Client understands that he has purchased a marketing service and as such the Agent can make no guarantees with regard to the successful conclusion of any contractual agreements.

14. Failure of Agent to account as provided herein shall give Client the right to terminate this Agreement on 30 days written notice.

15. This Agreement shall be construed under and governed by the laws of the State of \_\_\_\_\_(state)\_\_\_\_\_ applicable to contracts made, executed and performed therein. If any portion of this Agreement is found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

16. Nothing herein shall be construed to create a partnership or joint venture.

17. The Client retains all ownership of any and all rights of copyright in the Product.

**THE PARTIES** to this Agreement indicate by their signatures below that they agree to and will abide by the terms of this Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent

by \_\_\_\_\_  
Title

by \_\_\_\_\_  
Title

Date: \_\_\_\_\_, 20\_\_\_\_.

EXHIBIT "A"

This document serves as "Exhibit 'A'" to the International Marketing Agreement between \_\_\_\_\_ (Agent) \_\_\_\_\_ and \_\_\_\_\_ made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The product(s) subject to the above is listed below, with the relevant shares of income as defined in the terms of said Agreement.

PRODUCT	AGENT'S SHARE	CLIENT'S SHARE
---------	---------------	----------------

Includes the Following:

Artist: \_\_\_\_\_

Titles:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

PUBLISHED BY \_\_\_\_\_

EXHIBIT "B"

This document serves as "Exhibit 'B'" to the International Marketing Agreement between \_\_\_\_\_ (Agent) \_\_\_\_\_ and \_\_\_\_\_ made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The following is a list of bank services relevant to the escrow account provided for in Paragraph 9 of the Agreement. This information has been supplied by \_\_\_\_\_ (Bank) \_\_\_\_\_, of \_\_\_\_\_, (city, state).

SCHEDULE OF SERVICES (effective \_\_\_\_\_, 20\_\_\_\_)

- |  |         |
|--|---------|
| 1. Monthly Maintenance fee<br>(business checking account)* | \$ .00  |
| 2. Collection Items **                                     | \$ .00  |
| 3. Transfer of Funds between Accounts                      | \$ .00  |
| 4. Cashier's Check   | \$ .000 |

NOTES:

\* The account will actually open when the first item is deposited. No checks will be printed for this account.

\*\* Collection Items are defined as instruments drawn on foreign banks. Any items deposited in the account which are drawn on U.S. banks will be charged at \_\_\_\_\_cents (\$0.\_\_\_\_) per item and will be subject to hold until actually collected.

WRITER'S/PUBLISHER'S INDUCEMENT

As a material inducement to \_\_\_\_\_(Writer/Publisher)\_\_\_\_\_ for entering into the INTERNATIONAL MARKETING AGREEMENT between Agent and \_\_\_\_\_(Owner)\_\_\_\_\_ dated this \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_, and knowing that \_\_\_\_\_(Agent)\_\_\_\_\_ will rely thereon, I(We) \_\_\_\_\_, doing business as \_\_\_\_\_ hereby warrant, represent and agree that:

- (a) I(We) have read the above-mentioned agreement;
(b) I(We) have granted to \_\_\_\_\_, for the purposes of the above-mentioned agreement, the control and use of all rights to all copyrights ("titles"), in my(our) songs/publishing catalogue and its successors or assigns, including but not limited to those titles listed in Exhibit 'A' of said Agreement, necessary to empower \_\_\_\_\_ to enter into the above-mentioned Agreement with Agent. (Refers to Paragraph 2);
(c) Agent shall have the benefit of all agreements, warranties, representations and indemnities made by me(us) to \_\_\_\_\_ with respect to the titles;
(d) I(We) accept and agree that the Agent shall be entitled to share in any publisher's income due me(us) as a result of Agent's efforts, at the percentage rate defined as "the Agent's Share" in Exhibit 'A' of the above-mentioned agreement. (Refers to Paragraphs 5 & 8);
(e) I(We) agree to be bound by the aforementioned agreement to the extent same relates to me(us); and
(f) I(We) shall look solely to \_\_\_\_\_ for any amounts due me(us) in respect of any and all exploitations of the titles.

Agent may proceed against me(us) directly for any breach of the foregoing representations, warranties, and agreements without first or concurrently pursuing any remedy Agent may have against \_\_\_\_\_ or any other person. No alteration, modification, or amendment of the foregoing agreement shall affect Agent's rights or my(our) rights and obligations under this inducement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For \_\_\_\_\_

by \_\_\_\_\_ title \_\_\_\_\_

## INTERNATIONAL MARKETING CONTRACT

An Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (Agent) \_\_\_\_\_, \_\_\_\_\_ (address) \_\_\_\_\_, (hereinafter referred to as the "Agent") and \_\_\_\_\_, of \_\_\_\_\_, USA (hereinafter referred to as the Client).

The Agent hereby agrees to market \_\_\_\_\_ copies of the Clients audio product, listed in the attached "Exhibit A" (hereinafter referred to as the "Product"), to the Agent's foreign outlets under the following terms and conditions:

1. The Client agrees to pay in advance to the Agent the sum of \_\_\_\_\_ Dollars per copy of the product as a non-refundable retainer for the Agent's services in marketing the Product to territories outside of the United States of America.

2. The Client warrants to the Agent that the Client owns or controls the master recording, artwork, and all rights and copyrights relevant to the Product. The client shall inform the Agent of any and all territories where sub-publishing and/or licensing of the Product have been reserved; and in the cases where sub-publishing and/or licensing have not been reserved, the Client warrants that foreign sub-publishing and/or licensing rights to the Product are available. In addition, the Client warrants that the Product is not bound by any other contractual obligation which would preclude the Agent's fulfillment of any and all terms or parts of this Agreement.

3. The Agent shall be the exclusive representative of and for the Product to any and all territories outside the United States of America for an initial period of three (3) months, commencing the date that this Agreement is executed. The Agent reserves the option to extend this period for three (3) additional consecutive terms of three (3) months each to facilitate pending agreements. The Client must be informed of the exercise of the foregoing Agent's options in writing, sent prior to the expiration of the initial term. Such notice shall identify the third parties wherein possible agreements are pending and the territories to be covered.

4. The Agent shall provide to the Client monthly progress reports on the Agent's efforts on behalf of the Client.

5. In the event any outlet responds positively to the Product, the Agent shall inform the Client immediately, since the Agent is not empowered to enter into any negotiations on the Client's behalf without the Client's prior consent. If such event(s) occur(s) and a contract is made, the agent shall receive a share as defined in "Exhibit A", and the Client shall receive the remaining share, also defined in "Exhibit A" of all advances, royalties, and other revenues received in the United States of America from territories outside the United States of America including publishing income, but excluding writer's income as a result of such contractual agreement(s) secured for the Product directly or indirectly by the Agent on the Client's behalf. All offers and contracts shall be forwarded to Client for his review and commentary in negotiations.

6. For each contractual agreement secured by the Agent on the Client's behalf, the Client agrees to supply all necessary production parts at the Client's own expenses, and to reimburse the Agent for reasonable telecommunication, postage and freight expenses incurred in the pursuit of bona fide offers to contract with Client.

7. Any and all contractual agreements secured by the Agent on the Client's behalf shall extend the term of the Agent's exclusive representation of the Product in the territory(s) in which the Product is contractually bound for a period equal to the term of such contractual agreement(s) including any and all options, renewals, and extensions set forth in such agreement(s).

8. The Client shall, for a period of twelve (12) months from the date this Agreement is executed, afford the Agent the right of first refusal to negotiate contracts regarding assignment of the Product within the territory of the United States of America if such negotiations have arisen as a direct result of the Agent's endeavors outside the United States of America. The Client further agrees to pay the Agent a share, as defined in "Exhibit A" of all advances, royalties, and other revenues originating in the United States of America including publishing income but excluding writer's income as a direct result of negotiations by Agent in and for the territory of the United States of America. Furthermore, if in the case that the Client selects to have the Product represented in the United States of America by a party other than the Agent, then the Client shall pay the Agent a share, defined as one-half (1/2) of the Agent's share, defined in "Exhibit A", of all advances, royalties, and other revenues originating in the United States of America including publishing but excluding writer's income from any contractual agreement in and for the territory of the United States of America which arises as a direct result of the Agent's endeavors outside the United States of America.

9. The Client reserves the right to examine and negotiate, accept or reject directly, or through Client's legal representative, any contractual agreement(s) between third parties and the Client regarding the Product before such agreement(s) is entered into.

10. (a) Agent and Client agree that all contractual agreements secured under the terms of this Agreement shall be made in the name of \_\_\_\_\_ (Owner) \_\_\_\_\_ with \_\_\_\_\_ (Agent) \_\_\_\_\_ as Agent". Furthermore, all financial instruments containing advance and/or royalty payments associated with such agreements shall be made payable to " \_\_\_\_\_ (Agent \$ Owner) \_\_\_\_\_ ".and shall be deposited in escrow at:

\_\_\_\_\_  
**(Name and Address of Bank)**  
**(hereinafter referred to as the "Bank")**

The escrow account at the Bank shall be named " \_\_\_\_\_ (Client & Agent) \_\_\_\_\_ ". The Agent and the Client agree to appoint and authorize \_\_\_\_\_ (Agent) \_\_\_\_\_ to endorse, on behalf of Agent and Client with his signature and the phrase "for deposit only," all financial instruments made payable to " \_\_\_\_\_ (Agent & Client) \_\_\_\_\_ " and deposit such instruments into the escrow account.

(b) The Agent and Client authorize the Bank as escrow agent to collect and hold all monies deposited in said escrow account until it is instructed in writing jointly by the Agent and Client to divide the monies in accordance with the percentages set forth in "Exhibit A" and to distribute simultaneously the respective shares to the Agent and Client.

(c) The fees for the Bank's services for acting as escrow agent in these regards shall be deducted before any distributions are made and are listed in "Exhibit B". The distributions shall come from the net proceeds thereafter.

(d) The Bank shall act as escrow agent only. Both parties to this agreement agree to hold the Bank harmless for any claims or charges that either party feels it may have against the other or that any outside third party may have against the Agent and/or Client.

11 The Agent shall forward to the Client all royalty statements, source documents, and copies of correspondence and escrow statements received within thirty (30) days of receipt of same.

12. The Agent and the Client agree that all financial transactions between the Agent, the Client, and any of the Agent's foreign outlets shall be transacted in U.S. dollars computed at "the source."

13. The Client indemnifies the Agent from any legal claims regarding the Product not associated with this Agreement. The Client understands that he has purchased a marketing service and as such the Agent can make no guarantees with regard to the successful conclusion of any contractual agreements.

14. Failure of Agent to account as provided herein shall give Client the right to terminate this Agreement on 30 days written notice.

15. This Agreement shall be construed under and governed by the laws of the State of \_\_\_(state)\_\_\_ applicable to contracts made, executed and performed therein. If any portion of this Agreement is found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

16. Nothing herein shall be construed to create a partnership or joint venture.

17. The Client retains all ownership of any and all rights of copyright in the Product.

**THE PARTIES** to this Agreement indicate by their signatures below that they agree to and will abide by the terms of this Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Client

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Agent

by \_\_\_\_\_  
Title

by \_\_\_\_\_  
Title

Date: \_\_\_\_\_, 20\_\_.

EXHIBIT "A"

This document serves as "Exhibit 'A'" to the International Marketing Agreement between \_\_\_\_\_ (Agent) \_\_\_\_\_ and \_\_\_\_\_ made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The product(s) subject to the above is listed below, with the relevant shares of income as defined in the terms of said Agreement.

PRODUCT	AGENT'S SHARE	CLIENT'S SHARE
---------	---------------	----------------

Includes the Following:

Artist: \_\_\_\_\_

Titles:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.

PUBLISHED BY \_\_\_\_\_

EXHIBIT "B"

This document serves as "Exhibit 'B'" to the International Marketing Agreement between \_\_\_\_\_ (Agent) \_\_\_\_\_ and \_\_\_\_\_ made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The following is a list of bank services relevant to the escrow account provided for in Paragraph 9 of the Agreement. This information has been supplied by \_\_\_\_\_ (Bank) \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ (city/state).

SCHEDULE OF SERVICES (effective \_\_\_\_/\_\_\_\_, 20\_\_\_\_)

- 1. Monthly Maintenance fee  
(business checking account)\* \$ \_\_.00
- 2. Collection Items \*\* \$ \_\_.00
- 3. Transfer of Funds between Accounts \$ \_\_.00
- 4. Cashier's Check \$ \_\_.00

NOTES:

\* The account will actually open when the first item is deposited. No checks will be printed for this account.

\*\* Collection Items are defined as instruments drawn on foreign banks. Any items deposited in the account which are drawn on U.S. banks will be charged at \_\_\_\_\_cents (\$0.\_\_\_\_) per item and will be subject to hold until actually collected.

WRITER'S/PUBLISHER'S INDUCEMENT

As a material inducement to \_\_\_\_\_(Writer/Publisher)\_\_\_\_\_ for entering into the INTERNATIONAL MARKETING AGREEMENT between Agent and \_\_\_\_\_(Owner)\_\_\_\_\_ dated this \_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_, and knowing that \_\_\_\_\_(Agent)\_\_\_\_\_ will rely thereon, I(We) \_\_\_\_\_, doing business as \_\_\_\_\_ hereby warrant, represent and agree that:

- (a) I(We) have read the above-mentioned agreement;
- (b) I(We) have granted to \_\_\_\_\_, for the purposes of the above-mentioned agreement, the control and use of all rights to all copyrights ("titles"), in my(our) songs/publishing catalogue and its successors or assigns, including but not limited to those titles listed in Exhibit 'A' of said Agreement, necessary to empower \_\_\_\_\_ to enter into the above-mentioned Agreement with Agent. (Refers to Paragraph 2);
- (c) Agent shall have the benefit of all agreements, warranties, representations and indemnities made by me(us) to \_\_\_\_\_ with respect to the titles;
- (d) I(We) accept and agree that the Agent shall be entitled to share in any publisher's income due me(us) as a result of Agent's efforts, at the percentage rate defined as "the Agent's Share" in Exhibit 'A' of the above-mentioned agreement. (Refers to Paragraphs 5 & 8);
- (e) I(We) agree to be bound by the aforementioned agreement to the extent same relates to me(us); and
- (f) I(We) shall look solely to \_\_\_\_\_ for any amounts due me(us) in respect of any and all exploitations of the titles.

Agent may proceed against me(us) directly for any breach of the foregoing representations, warranties, and agreements without first or concurrently pursuing any remedy Agent may have against \_\_\_\_\_ or any other person. No alteration, modification, or amendment of the foregoing agreement shall affect Agent's rights or my(our) rights and obligations under this inducement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For \_\_\_\_\_

by \_\_\_\_\_ title \_\_\_\_\_

JOINT VENTURE CONTRACT  
(PUBLISHER) (MASTER PRODUCER) (RECORD COMPANY)

The undersigned, desiring to enter into a joint venture, agree as follows:

1. The name of the joint venture shall be: \_\_\_\_\_
  
2. The character of the business shall be: \_\_\_\_\_
  - (a) The publishing of music;
  - (b) The production of phonograph record masters and phonograph records;
  - (c) The promotion and distribution of phonograph records; and
  - (d) All other business necessary and related thereto.
  
3. The location of the principal place of business shall be: \_\_\_\_\_  
\_\_\_\_\_
  
4. The name and place of residence of each of the undersigned is:
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  
5. Each of the undersigned shall contribute cash and property, and shall receive percentages of the net profit of the joint venture as follows:

<u>NAME</u>	<u>CASH</u>	<u>PROPERTY</u>	<u>% OF NET PROFIT</u>
1. _____			
2. _____			
3. _____			
4. _____			
  
6. Each of the undersigned may make additional contributions to, or withdrawals from, the capital of the joint venture as may from time to time be agreed upon by all the partners.
7. The joint venture shall continue as long as the undersigned desire.
8. In the event of retirement, expulsion, bankruptcy, death or insanity of a member of the joint venture, the remaining members shall have the right to continue the business of the joint venture under the same name by themselves, or in conjunction with any other person or persons whom they may select.
9. The members of the joint venture have the right to admit additional members by unanimous decision only.
10. The members of the joint venture do not have the obligation of bringing new artists to the attention of the other members of the joint venture. This joint venture only concerns the publishing and lease rights of masters featuring the following artists:  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned members of the joint venture have hereunto set their hands this day: \_\_\_\_\_

---

JOINT VENTURE CONTRACT  
(Publisher) (Record Company) (Record Distributor)

The undersigned, desiring to enter into a joint venture, agree as follows:

1. The name of the joint venture shall be:

\_\_\_\_\_

2. The character of the business shall be:

\_\_\_\_\_

- (a) the publishing of music;
- (b) the production of phonograph record masters and phonograph records;
- (c) the promotion and distribution of phonograph records; and
- (d) all other business necessary and related thereto.

3. The location of the principal place of business shall be:

\_\_\_\_\_

4. The name and place of residence of each of the undersigned is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Each of the undersigned shall contribute cash and property, and shall receive percentages of the net profit of the joint venture as follows:

<u>Name</u>	<u>Cash</u>	<u>Property</u>	<u>% of Net Profit</u>
-------------	-------------	-----------------	------------------------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Losses shall be shared in the same ratios as net profit.

6. Each of the undersigned may make additional contributions to, or withdrawals from, the capital of the joint venture as may from time to time be agreed upon by all the partners.

7. The joint venture shall continue as long as the undersigned desire.

8. In the event of retirement, expulsion, bankruptcy, death or insanity of a member of the joint venture, the remaining members shall have the right to continue the business of the joint venture under the same name by themselves, or in conjunction with any other person or persons whom they may select.

9. The members of the joint venture have the right to admit additional members by unanimous decision only.

IN WITNESS WHEREOF, the undersigned members of the joint venture have hereunto set their hands this day:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AGREEMENT OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership, hereby make the following agreement:

I. The name of the partnership shall be: \_\_\_\_\_

II. The character of the business shall be the productions, promotion, and distribution of phonograph record masters and phonograph records, together with all other business necessary and related thereto; however this does not include the business of publishing music.

III. The location of the principal place of business shall be at: \_\_\_\_\_

IV. The names and places of residence of the general and limited partner(s) are: (indicate whether partner is general or limited). \_\_\_\_\_

\_\_\_\_\_

V. The partnership shall continue for \_\_\_\_\_ year(s).

VI. The amount of cash contributed by each limited partner is as follows:

<u>Name of Limited Partner</u>	<u>Cash</u>

VII. Each limited partner may make additional contributions to the capital of the partnership as may from time to time be agreed upon by the general partners and the limited partner concerned.

VIII. Each limited partner may make such withdrawals from his capital account as may from time to time be agreed upon by the general partners and the limited partner concerned, and may withdraw from the partnership upon giving 90 days notice in writing to all other partners.

IX. By reason of their contributions the limited partners shall receive the following percentages of the net profit of the partnership:

<u>Name of Limited Partner</u>	<u>Percentage of the Net Profit</u>

X. In the event of the retirement, expulsion, bankruptcy, death, or insanity of a general partner, the remaining partners shall have the right to continue the business of the partnership under the same name by themselves, or in conjunction with any other person or persons they select.

XI. A limited partner has the right to substitute as assignee as contributor in his place.

XII. The general partners have the right to admit additional partners.

XIII. No limited partner has the right of priority over other limited partner(s) as to contributions or as to compensation by way of income.

XIV. No limited partner has the right to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, we have hereunto set our hands this day.

DATE: \_\_\_\_\_

GENERAL PARTNER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LIMITED PARTNER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**MASTER RECORDING LICENSE**

Date \_\_\_\_\_

The following will confirm the agreement as of the date written above between you and us for our distribution of certain master recordings and the performances embodied thereon in accordance with the following terms and conditions:

1. You represent and warrant that you are free to make this agreement; that you are the sole owner of the master recordings embodying the following performances and compositions:

TITLES	COMPOSERS	PUBLISHERS	ARTISTS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(hereinafter referred to as the "Master") and of all the performances embodied thereon; that you have the right to give exclusive distribution rights and to make each and all of the grants herein made to us; and that no other person, firm or corporation has any right, title or interest in or to the Master or any copy or duplicate thereof, inconsistent with your rights therein, except as are specifically enumerated herein, and that you have not heretofore done or permitted to be done, nor will you hereafter do or permit to be done, any act or thing which is or may be inconsistent with our distribution of said Master and said performances or which may impair and/or curtail any of the rights given or grants made in this agreement.

2. You further represent and warrant:

(a) That in connection with the recording of the Master, all costs of recording, musicians' fees, and royalties to any artists, if any, have been paid in full by you; that you will be solely responsible for all the above stated royalties and will indemnify us and hold us harmless against any losses, damages, costs or claims of any parties resulting from the services of the artists and musicians whose performances are embodied on said Master records.

(b) That there are no liens, encumbrances and/or obligations upon or in connection with the Master or with the performances not specifically set forth herein.

3. You hereby assign, transfer and grant to us absolutely for the term of this Agreement, the entire right to distribute in the United States records made from the Master covered in this Agreement.

(a) As used herein, the word "record(s)" shall be defined as all copies made of the Master including, but not limited to, Phonograph records, cassettes, compact discs, digital audio tape, and any and all means and methods of reproducing the Master whether now in existence or to later come into being.

(b) You hereby give us the right in the United States to use and publish and to permit others to use and publish the names, likenesses and photograph of the artists in the recording of the Master, in connection with the sale and exploitation of records produced from the Master.

4. We agree to pay you the sum of \_\_\_\_\_ as an advance against the royalties payable hereunder. We further agree to pay to you any royalties accruing to you hereunder over and above the amount of said advance. We further agree to reimburse you for session costs of each future master upon acceptance of the Master.
5. You agree to obtain all necessary mechanical licenses from the copyright owners of the compositions embodied on the Master and to pay mechanical licenses fees, if any, which may become properly due by reason of the sale of records manufactured from the Master.
6. You agree to pay publishers of compositions on your masters their respective mechanical licenses as soon as you have been paid by us. You will protect us from claims by publishers against us for license fees on records manufactured from the Master.
7. All payments which we may be required to make to you may be made personally or by mailing the same, postage prepaid, by certified United States Mail, return receipt requested, at the address for you contained herein. The date of service of any payments so deposited shall be the date of deposit.
8. You further agree that for the duration of this Agreement you will not permit the artist(s) to record the compositions embodied in Master(s).
9. We will compute royalties under this Agreement within thirty (30) days after the first day of January, and July of each year for the preceding six (6) months and will pay you such royalties within said thirty (30) days.
10. This Agreement shall be deemed to have been made in the State \_\_\_\_\_ and it's validity, construction, performance, breach and operation shall be governed by the laws of that state. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.
11. The duration of this Agreement shall be for \_\_\_\_\_ years from the date on which you give us the Master under this Agreement, at the end of which time the Master and any accompanying artwork shall be returned to you. We shall continue to render royalty statements and payments until inventory is depleted. You may at the expiration of this Agreement purchase the remaining inventory at cost plus shipping.
12. If any dispute or differences whatsoever shall arise between us in connection with this Agreement, they shall be submitted to arbitration in the State of \_\_\_\_\_, in accordance with the laws of the State of \_\_\_\_\_ and the rules and regulations of the American Arbitration Association.
13. We shall furnish you with the following information in each royalty statement:
  - (a) Total records shipped of each release.
  - (b) Total Radio records shipped of each release
  - (c) Total "sold" records shipped of each release
  - (d) Total "free goods" shipped of each release
  - (e) Total records pressed of each release and the name of pressing.
  - (f) List of all distributors to whom records were shipped.
14. You and your representatives may audit our books and files upon reasonable notice during normal business hours.

15. Upon the transfer from you to us of each Master to be covered by this Agreement, a separate attachment to this contract shall be signed by the parties. A copy of said form is attached hereto.

16. If after you have furnished a Master to us and we have not released records produced from said Master within six months, you may in writing notify us that the Master is no longer covered by this Agreement and that all rights revert back to you. Such reversion will be effective upon the receipt by us of such notification. Any royalty advances paid you under this Agreement are not subject to refund by you to us.

17. You may authorize the Harry Fox Office to collect from us and to audit our books. You will notify us when you make such authorization.

By: \_\_\_\_\_  
**Record Company**

**ACCEPTED AND AGREED TO:**

By: \_\_\_\_\_  
**Producer**

## MASTER TRACK LICENSE

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_(hereinafter referred to as "Licensee") and \_\_\_\_\_(hereinafter referred to as "Licensor").

It is the desire of Licensee to use that certain master recording (hereinafter referred to as the "Master") embodying the performance of \_\_\_\_\_(hereinafter referred to as the "Artist") of the musical composition " \_\_\_\_\_" (hereinafter referred to as the "Composition") in episodes of a \_\_\_\_\_(hereinafter referred to as the "Program").

1. In consideration of the mutual covenants set forth herein, Licensor hereby grants to Licensee, its successors in interest, assigns and licensees the non-exclusive, irrevocable right to record, dub and synchronize the Master in whole or in part into and with the Program, advertisements and trailers thereof, and to exhibit distribute, exploit, market and perform each Master embodied within the Program, to be used in connection with audio-visual contrivances such as video cassettes, video tapes, video records and similar compact audio-visual devices whether now known or hereafter developed (hereinafter referred to as "Videograms"). Such rights pursuant to this paragraph 1 (b), include:

(i) the right to utilize such Videograms for any of the purposes, uses and performances hereinabove set forth;

(ii) the right to sell, lease, license or otherwise make such Videograms available to the public as a device intended primarily for "home use" (as such term is commonly understood in the phonograph record industry).

2. In full consideration of the rights herein granted to Licensee, Licensee agrees to pay to Licensor the sum of \_\_\_\_\_(\$ \_\_\_\_\_) Dollars for the Master licensed hereunder, which sum shall be payable within ten (10) days of first use by Licensee of the Master in the Videograms. Said \_\_\_\_\_(\$ \_\_\_\_\_) Dollars shall represent payment in full for the right to distribute or license the distribution worldwide of up to Ten Thousand (10,000) Videograms of the Program. Licensee shall have the right to distribute or license the distribution of such Videograms in unlimited quantities, worldwide, subject to additional payment to Licensor of \_\_\_\_\_(\$ \_\_\_\_\_) Dollars for each additional Ten Thousand (10,000 units (or fraction thereof) distributed above the initial Ten Thousand (10,000) units. Each such additional \_\_\_\_\_(\$ \_\_\_\_\_) Dollars payment shall be paid to Licensor not later than the end of the semi annual period (June 30 and December 31) following the month during which the first unit of said additional Ten Thousand (10,000) units (or fraction thereof) were distributed in accordance with the terms hereof.

3. Licensor represents and warrants that it has obtained any approvals and permissions required from the Artist (or any other parties) and to pay to Artist (or any other such parties) any fees (other than union "re-use" fees), if applicable, with respect thereto.

4. Licensee agrees to obtain the appropriate license from the owner or controller of the Composition embodied in the Master and pay all fees with respect thereto.

5. Licensee agrees to make any and all payments to musicians, vocalists and any other parties (other than Artist) whose performances are included in the Master, if such payments are required under the American Federation of Musicians Labor Agreement and/or any other applicable union or guild agreements in connection with the so-called "re-use" of the Master. Subject to availability, Licensor shall promptly provide Licensee with all necessary information to enable Licensee to make such payments, including without limitation the names, addresses, social security numbers and union local numbers of such performers.

6. Nothing herein contained shall be deemed to obligate Licensee to use the Master, or to produce, exhibit, exploit or broadcast the Program, and Licensee shall have fulfilled its entire obligation by payment of the sum provided in paragraph 2.

7. In the event each or any Master is used within the Program:

(a) Licensee agrees to include a written announcement as to the title of the Composition and the name of the Artist and Licensor just prior to the use of the Master within the Program.

(b) Licensee agrees to further include a visual courtesy screen credit at the conclusion of the Master use within each Program and all Videogram copies indicating the title of the Composition, the Artist and Licensor's name, to appear substantially in the following manner:

(c) Any casual, inadvertent, unavoidable or unintentional failure to give such credit, due to exigencies of time or otherwise, shall not be deemed a breach hereof. Licensee shall not be liable for the acts or omissions of third persons in such connection.

8. Licensor agrees to supply Licensee, at Licensee's request, with a suitable first-rate tape copy of the Master licensed hereunder, and Licensee agrees to pay Licensor's actual costs incurred in connection with the duplication and delivery of such tape copy.

9. Subject to Licensor's ability to obtain approval from its Artist, the parties hereto, upon Licensee's request, agree to negotiate in good faith in the event that Licensee elects to exploit the Program containing the Master by any means other than the use for which the license is provided herein, including but not limited to free TV, pay TV, subscription TV, CATV and cable TV.

10. Notwithstanding anything to the contrary expressed or implied above, this license shall specifically exclude so-called soundtrack album or any other record rights.

11. Licensor hereby grants to Licensee the non-exclusive, worldwide right to use the Master in the exhibition of the Program on any commercial carriers such as airlines, ships and trains. Licensor further grants to Licensee the non-exclusive right to use the Master in connection with the Program in traditional non-theatrical markets such as educational, religious or charitable organizations, armed forces, clubs, libraries and film festivals.

12. Licensor warrants that Licensor is the exclusive owner or controller of the Master and that Licensor has the right to enter into this agreement and to grant to Licensee each and every right granted to Licensee herein.

13. Each party (the "Indemnitor") agrees to indemnify the other party (the "Indemnitee") and undertakes to hold the Indemnitee, its successors in interest, assigns, licensees, affiliates, officers, employees and agents harmless from all claims, actions, damages, liabilities, losses, costs and/or expenses, including reasonable attorneys' fees, resulting from any breach or claim of breach by the Indemnitor of any of the representations, warranties and agreements made herein by the Indemnitor. Such Indemnitee shall send written notice to the Indemnitor of any such claim and the Indemnitor shall have the right to participate in the defense of any such claim, at the sole expense of the Indemnitor. The Indemnitee shall not settle any such claim without receiving the prior written consent of the Indemnitor. Such written consent shall not be unreasonably withheld.

14. All notices hereunder shall be in writing and shall be addressed to Licensee and to Licensor at the addresses given on the first page hereof, until Licensee or Licensor shall give the other written notice of new addresses. Copies of all notices to Licensee will be sent to \_\_\_\_\_ . All notices shall be sent either by certified or registered mail, return receipt requested, postage prepaid, or by telegram, charges prepaid. Service of any such written notice shall be deemed to have been effected as of the date of deposit in the mail or the date of deposit in the telegraph office, as the case may be.

15. Licensee may freely transfer and assign this license or all or any of its rights hereunder; this license shall inure to the benefit of Licensee, its successors in interest, assigns and licensees. No assignment unless consented to by Licensor, shall relieve Licensee from liability for the performance of all the terms and conditions as set forth hereinabove.

16. This agreement constitutes the entire agreement between Licensee and Licensors and cannot be altered, modified, amended or waived, in whole or in part, except by a written instrument signed by the parties sought to be bound. Should any provision of this agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. This agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ .

17. In no event shall Producer have fewer rights than a member of the public would have in the absence of this agreement.

If the foregoing correctly reflects the mutual understanding between the parties hereto, please so indicate by signing below.

\_\_\_\_\_  
LICENSEE:

\_\_\_\_\_  
LICENSOR:

## MASTER USE RECORDING LICENSE

1. The sound recording, hereafter referred to as "Master" of the musical composition covered by this license:

\_\_\_\_\_ with a duration of \_\_\_\_\_ minutes and \_\_\_\_\_ seconds.  
song title

2. The film covered by this license is tentatively entitled:

3. The territory, hereafter referred to as "Territory" covered hereby is:

The entire universe

4. The type and duration of uses of the Master to be recorded are:

All uses in perpetuity

5. In consideration of the sum of \_\_\_\_\_ Dollars (\$) for each of the Masters, Payable upon the full execution of this license \_\_\_\_\_ herein referred to as "Licensor" hereby grant to \_\_\_\_\_ herein referred to as "Producer", its successors and assigns the nonexclusive, irrevocable right, license, privilege, and authority to record, rerecord, reproduce and perform the Master in any manner, medium or form (whether now known or hereafter known or recognized) and in any language in each country of the territory in synchronization or in time relation with the Film, and in air, screen, television and audiovisual trailers and all audio visual promotions of the Film, and the advertising, publicity and other exploitation of the Film (sometimes hereinafter collectively referred to as the "Film Uses"), and to make copies of such recordings and/or copies thereof, into any country throughout the territory all in accordance with the terms, conditions and limitations hereinafter set forth.

6. Licensor hereby grants to Producer the right to publicly and/or privately, throughout the universe, use the Masters, embodied in the Film, by any and all methods of exhibiting the Film, and in any and all media, whether known or hereafter devised, including, without limitation, the following:

- (i) Theatrical exhibition to audiences in motion picture theaters and other places of public entertainment, including, without limitation, the right to televise the Film into such theaters and other public places;
- (ii) Free television exhibition, whether by network, non-network, local or syndicated broadcast;
- (iii) Pay television, subscription television, CATV, cable television, or any and all other closed circuit broadcasts into home or hotel-motel television; and
- (iv) In any transportation facility.

7. Licensor hereby further grants to Producer in each country of the Territory, the non-exclusive right to cause of authorize the fixing of the Masters in and as part of the Film Uses on any and all forms of audiovisual contrivances including but not limited to videocassettes, video discs, videotapes, videorecords and any and all compact audiovisual devices whether now or hereafter known or devised ("Video Records") and:

- (a) To utilize such Video Records for any and all purposes uses and performances; and
- (b) To sell, lease, license or otherwise make such Video Records available to the public as a device intended for any and all purposes now or hereafter known.

8. Licensor hereby further grants to Producer the right to use the Masters on a soundtrack album for distribution and sale to all countries throughout the Territory. If the soundtrack album embodies the Masters, Producer agrees to pay to Licensor a pro rata royalty (based on the percentage of overall time of music on the soundtrack album agreement (s) that Producer may enter into regarding the Film.

9. This license does not authorize or permit any use of the master not expressly set forth herein. Licensor reserves all rights not expressly granted to Producer hereunder.

10. The rerecording, reproduction and performing rights hereinabove granted shall endure in perpetuity without payment of any additional consideration therefor.

11. Licensor represents and warrants that it owns or controls the Masters licensed hereunder and that it has the legal right and power to enter into and to grant this license and that Producer shall not be required to pay any additional monies, except as provided in this license, with respect to the rights granted in this license. Licensor shall indemnify and hold harmless Producer, its successors, assigns and licensees from and against any and all loss, damages, liabilities, actions, suits or other claims arising out of any breach or alleged breach, in whole or in part, of the foregoing representations and warranties, and for reasonable attorneys' fees and costs incurred in connection therewith.

12. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ .

\_\_\_\_\_

Licensor

\_\_\_\_\_

Producer

**MECHANICAL LICENSE**

This Agreement made and entered into this \_\_\_\_\_ day of 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Owner") and \_\_\_\_\_ (hereinafter referred to as the "Licensee").

Owner hereby grants to Licensee the right to record, reproduce, market and sell the musical composition now entitled:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

under the following terms and conditions:

1. Owner warrants and represents that it is the sole and exclusive proprietor of a valid copyright or license in the musical composition composed by:

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "Composition" or "Musical Composition"), and that Owner has the right to grant the license herein contained.

2. Owner grants to Licensee the nonexclusive right, privilege and license, during the term of the copyright of said Composition and all renewals and extensions thereof, to use the Composition, and to make and/or use arrangements thereof, in the manufacture and sale of parts of instruments serving to reproduce the Composition in the United States.

3. Licensee shall pay to Owner royalties at the following rates on all copies containing the above-named musical Compositions manufactured, sold and paid for in the United States during the term of the Composition's copyright and all renewals and extensions thereof:

(a) For each phonorecord manufactured, sold, and paid for, the Licensee shall pay the Owner FIVE (5) CENTS.

(b) The term "phonorecord(s)" or "records", as used herein, means any and all methods of mechanically reproducing the musical Composition including, but not limited to, phonograph records, cassette tapes, digital audio tape, compact disc and any and all methods of reproducing the Composition, now known or to later come into existence.

4. Licensee agrees to render to Owner quarterly statements, and payments hereof, of all royalties payable hereunder, within 45 days after March 31st, June 30, September 30, and December 31, for each quarter for which any such royalties accrue pursuant to the terms hereof.

5. (a) As to records manufactured in the United States and sold by Licensee for export to other countries, royalties shall be payable pursuant to this contract, except with respect to records exported to countries which require the payment of copyright royalties in connection with the import or sale of such records, in which event no royalties shall be payable hereunder.

(b) As to all mechanical devices (such as masters, mothers and stampers) which are exported by Licensee to companies in other countries for use by such companies for the manufacture and sale of records, a royalty of ONE HALF the United States royalty rate shall be payable to the Owner.

6. Owner indemnifies, and shall hold harmless, Licensee from loss or damage (a) arising out of or connected with any claim by a third party or parties which is inconsistent with any of Owner's warranties in paragraph 1 hereof, or (b) by reason of any adjudication invalidating the copyright of the Composition.

7. This contract is assignable by either party as long as the royalty rate herein stated is paid to Owner and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

**AGREED TO** and entered into by the parties hereto.

**OWNER**

**LICENSEE**

By \_\_\_\_\_

By \_\_\_\_\_

**MECHANICAL LICENSE**

Date: \_\_\_\_\_

The undersigned (hereinafter referred to as the "Publisher"), owns the copyright or controls the rights to reproduce in phono-records and to distribute phonorecords of the below copyrighted musical work.

**TITLE:** \_\_\_\_\_

**WRITER(S):** \_\_\_\_\_

**PHONORECORD NO.:** \_\_\_\_\_ **ARTIST:** \_\_\_\_\_

**RECORD COMPANY:** \_\_\_\_\_

You have advised the Publisher that you wish to use said copyrighted work under the compulsory license provision of Section 115 of the Copyright Act relating to the making and distribution of phonorecords of such work.

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory license provision of the Copyright Act after distribution of phonorecords of the copyrighted work to the public in the United States by another person under the authority of the copyright owner, except that with respect to phonorecords thereof made and distributed by you:

1. You shall pay royalties and account to the Publisher quarterly, within 45 days after the end of each calendar quarter, on the basis of phonorecords made and distributed; and
2. For such phonorecords made and distributed, the royalty shall be the statutory rate in effect at the time the phonorecord is made (and any royalty stated in terms of a percentage of the statutory rate shall apply to the statutory rate at such time); and
3. This compulsory license covers and is limited to one particular recording of said copyrighted work set forth above as performed by the artist and on the phonorecord number set forth above; and this compulsory license does not supersede nor in any way affect any prior agreements now in effect respect to phono-records of said copyrighted work; and
4. If you fail to account to Publisher and pay royalties as herein provided, Publisher may give you written notice that, unless the default is remedied within 30 days from the date of the notice, this compulsory license will be automatically terminated. Such termination shall render either the making and/or the distribution of all phonorecords for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act.
5. You need not serve or file the notice of intention to obtain a compulsory license required by the Copyright Act.

Signature confirms all parties agree to the above terms.

\_\_\_\_\_  
(Record Company) (Publisher)

By \_\_\_\_\_ By \_\_\_\_\_

MECHANICAL RIGHTS LICENSE

Date: \_\_\_\_\_

Gentlemen:

We control the mechanical rights in the musical work, which was not copyrighted and published prior to January 1, 1978; described below:

Title: \_\_\_\_\_

Music by: \_\_\_\_\_

Words by: \_\_\_\_\_

We hereby grant you a non-exclusive license to use the words and/or music of the said musical work substantially in their original form in the recording, manufacture and distribution of phonograph records in the United States of America, conditioned upon (1) the prompt payment to us of a royalty computed in accordance with the following schedule on each and every record manufactured, distributed or otherwise marketed by you and (2) the rendering to us of quarterly itemized statements within forty-five days of the close of each calendar quarter of all such royalties so computed, accompanied by check payment of the same in full.

The royalties paid shall be 6.25¢ per side.

The word "side" as used in this agreement means one side of a disc type C.D., cassette, or the equivalent thereof having a continuous, uninterrupted playing time of not more than three and one-half minutes. This license is non-transferable, does not convey or grant any right of public performance for profit, is limited to the recording specified below, constitutes the entire agreement between us, shall be binding upon both you and our successors, assigns and legal representatives and may be cancelled by us at any time upon your failure to pay to us the royalties provided for above.

RECORDING MASTER NO.	RECORD NO.	ARTIST	RELEASE DATE
_____			

APPROVED AND AGREED TO:

Yours very truly,

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## MERCHANDISE LICENSING CONTRACT

Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, hereinafter referred to as "Owner" and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as a "Licensee";

### WITNESSETH:

**Whereas**, Owner was organized for the purpose of and is engaged in the United States of America in the creation and production of CD's, cassettes, videos, sheet music hereinafter referred to as "music products";

**And Whereas**, Licensee is in a position directly or indirectly to provide manufacturing, marketing and distribution facilities for products in the licensed territory referred to below;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed:

1. Owner hereby grants to Licensee, for a period of \_\_\_\_\_ years from the date of this agreement, the exclusive and nonassignable rights to manufacture, sell and distribute music products, without limitation or restriction except as set forth herein, with respect to the music recordings and sheet music masters (herein sometimes called "master recordings") set forth in Exhibit A, attached hereto and made a part hereof, anywhere in and solely in the territory of the United States and covering the mail order market and the LDS market, herein called "licensed territory").
2. Except as provided for in this agreement all other rights of any nature whatsoever in the aforementioned musical products are reserved by Owner.
3. If Licensee fails to account and make payments hereunder and such failure is not cured within thirty (30) days after written notice thereof to Licensee, or if Licensee fails to perform any other obligations required of it hereunder and such failure is not cured within thirty (30) days after written notice thereof to Licensee, or in the event that Licensee shall go into compulsory liquidation, or shall go into bankruptcy or make an assignment for the benefit of creditors or make any compositions with creditors, or any insolvency or composition proceeding shall be commenced by or against Licensee, then and in any of such events, Owner, in addition to such other rights or remedies which it may have at law or otherwise under this agreement, may elect to cancel or terminate this agreement without prejudice to any rights or claims it may have, and all rights hereunder shall forthwith revert to Owner and Licensee may not hereafter manufacture musical products from masters furnished under this agreement by Owner, or sell such musical products. Upon such cancellation or termination, Licensee shall destroy all such musical products in its possession and thereupon return all then existing tapes and manuscripts previously received from Owner, or any derivatives of same.
4. In consideration for the rights herein granted Licensee agrees to pay to Owner a sum equal to twenty two and one half, 22.5% of the gross monies receive by Licensee in the licensed territory of ninety (90%) of all musical products manufactured and sold hereunder. Licensee shall notify Owner of gross mony received in the licensed territory within thirty (30) days from the date hereof, and will notify Owner of any changes thereof within fourteen (14) days of any such change. In the event payments due to Owner are delayed or denied by governmental regulations, Owner shall be entitled to designate a local depository in the licensed territory in which Licensee at the direction of Owner shall use its best efforts to deposit such monies to the credit of the Owner.

5. Payments by Licensee to Owner of royalties due pursuant to paragraphs 4 hereof shall be made monthly 75 days from each months end and each such payment shall be accompanied by a statement setting forth in detail the computation of the amount thereof and include, without limitation of the generality of the foregoing, the number of records sold from each master during the accounting period, as well as all charges, royalties and claims hereunder. All payments made by Licensee hereunder shall be computed in local currency at official rates effective on the date provided for payment, subject to any governmental exchange regulations in effect from time to time in the territory.

6. The royalties paid by the Licensee to the Owner pursuant to Paragraph 4 hereof are intended to include provision for all recording artists' and other talent royalties which shall be entirely payable by Owner. Licensee shall be free of any obligations to pay the costs of the recording sessions.

7. With respect to musical products manufactured or sold hereunder from master recordings which embody copyrighted musical or other material, Licensee agrees to pay or cause to be paid directly to the proprietors of the copyrights or their duly authorized agents all royalties which may be or become due to them.

8. Licensee agrees to commence the manufacture and sale of recordings hereunder within three (3) months from the date of this agreement, and in the event Licensee shall fail so to do, all rights granted herein shall automatically cease and terminate.

9. Licensee agrees that all records manufactured by and under this agreement shall bear the imprint, on the label and album cover and/or sleeve, of the words, "\_\_\_\_\_ (ARTIST), used by permission." in such manner and location as to give reasonable notice of copyright and phonoright.

10. Licensee agrees to defend, indemnify and hold Owner harmless against any and all liability, loss, damage, cost or expense, including attorney's fees, paid or incurred, by reason of any breach or claim of breach of any of Licensee's covenants, warranties, or representations hereunder or by reason of and in respect of the distribution, manufacture, sale or performance of musical products made by Licensee hereunder and not due to any violation or breach by Owner of its covenants, warranties or representations hereunder.

11. All musical products released hereunder shall be released in their entirety and without editing and in the manner and for the purpose originally recorded by or for Owner, unless Owner's prior written consent is secured. Adaptations by Licensee for different record speeds shall be deemed authorized. Licensee shall couple performances in a CD, record, cassette, video and music book only in the same manner as the master recordings manufactured by the Owner and only the compositions contained in masters supplied by Owner, unless otherwise notified in writing by Owner. Recordings shall not be supplied by Licensee to record clubs, nor for promotional giveaways or other devices for mass distribution involving the sale of products at reduced prices or their being given away without receipt of payment, without Owner's prior consent in writing. Advertising or disc jockey promotions shall be deemed exempted from the foregoing prohibitions.

12. Owner agrees to deliver master recordings hereunder by supplying to Licensee at Owner's cost price plus any actual expenses incurred for packing and shipping (including insurance), one or more duplicate tape recordings, or duplicate of the sheet music originals, subject to the provisions hereof. Such tapes and masters shall be delivered to Licensee as promptly as possible following the submission of written orders therefor to Owner.

At the time of the delivery to Licensee of the first such derivative from each master recording, Owner shall supply to Licensee, in writing, the correct title of the recorded work, the names of

the author, composer, and publisher thereof, together with any additional copyright information known to Owner; the names of the recording artists as Owner displays or intends to display them on the labels of the products marketed by Owner.

13. With respect to master recordings delivered hereunder, Owner agrees to supply to Licensee samples of its advertising and promotional material including catalogues, supplements, release sheets, liners, photographs of artists, and the like, which shall be delivered to Licensee from time to time as prepared by Owner for use in the United States of America. All such samples will be free of charge, except that Licensee will pay all expenses for packing and shipping (including insurance), and customs and duty fees and expenses. Licensee shall have the right, insofar as the Owner possesses the right, to use any part or all of such material, in its original form or with minor modifications, on or in connection with records produced hereunder. Owner agrees, upon request, to supply to Licensee any such material in quantity, or plates for reproducing the same, at Owner's cost price plus any actual expenses for packing and shipping (including insurance). Owner may require that such payments shall be made by sight draft against bill of lading. Licensee shall have the right, at its option, to reproduce any or all such material for use as aforesaid, provided, that Owner itself has obtained the right to grant such right to Licensee and Licensee shall have made any payments necessary in such connection.

14. The rights hereby granted by Owner to Licensee are the following:

a. The right to manufacture, sell, publicly perform and advertise in the licensed territory only, records containing the performances embodied in the master recordings made available by Owner to Licensee as above provided;

b. The right to use in the licensed territory the name, likeness and biography of each artist whose performance is embodied in the said master recordings in connection with the advertising publicizing or sale of musical products manufactured therefrom, provided, however, that Licensee shall abide by any restrictions imposed upon Owner with respect thereto of which Owner has notified Licensee at the time of delivery under paragraph 12.

15. Licensee shall supply Owner with a minimum of \_\_\_\_\_ ( ) sample copies of each release.

16. Licensee shall make available to Owner copies of each release as follows:

a. Unlimited copies at the Licensee's cost for the Owners purposes promoting concert, television and radio performances as well as other promotional purposes. These copies shall not be sold to the public, nor shall they be given to the public free of charge

b. Unlimited copies at 40% of the suggested retail price, for the Owner's purposes of selling to the public after concerts, performances and programs and at the Piano Finder's retail location. It is understood that Licensee shall still remit to Owner the 22.5% royalty on the gross received for these purchases as specified in paragraph 4.

17. All masters and duplicates thereof of recordings and compositions hereunder, and all copyrights, ownerships and rights in and to such recordings, shall remain the sole and exclusive property of Owner, subject, however, to the rights of Licensee to make reproductions pursuant to the terms of this agreement.

18. Owner shall have the right to inspect and make extracts of the books and records of Licensee, its subsidiaries, affiliates, licensees and assigns wherever same may be, insofar as said books and records pertain to any monies payable to Owner under this agreement and any extension or modification thereof, or insofar as any said books or records pertain to the exercise by Licensee, of any rights granted to Licensee hereunder. Such inspections shall be made on ten (10) ten days written notice, during normal business hours of normal business days, but not more frequently than once annually.

19. Licensee agrees to sell recordings manufactured hereunder only in the normal course of business and at regular prices. Licensee shall refrain from distress and closeout sales of such recordings.

20. Upon the expiration or other termination of this agreement, except as otherwise provided herein, all pressing and printing by Licensee shall cease. With respect to all masters, including any made by Licensee, and any other material in Licensee's hands used in the manufacture of Owner's records, Licensee shall promptly at the option of the Owner and upon its written instructions, either:

a. deliver same to Owner in the United States or licensed territory, as designated by Owner at Owner's sole cost and expense of delivery, or

b. transfer same at Owner's sole cost and expense of delivery to any other company designated and approved by Owner, or

c. destroy same under Owner's supervision, or at Owner's request destroy same and supply Owner with an affidavit of such fact, sworn to by a principal officer of Licensee. Notwithstanding the foregoing, upon expiration or other termination of this agreement, except for termination of this agreement by Owner by virtue of Licensee's breach or default under this agreement, Licensee shall have the right to sell, for a period of six months only, in normal course of business and at regular prices, any inventory of musical product previously manufactured hereunder, provided and on condition that within fifteen (15) days from such termination or other expiration

Licensee furnishes to Owner a written list of such inventory which also shows the factory costs thereof. Such sales shall be subject to the payment of royalties by Licensee under the terms of this agreement. However, at any time after the expiration or other termination of this agreement, Owner shall have the right to purchase from Licensee at Licensee's factory cost, all or part of the inventory not theretofore sold by Licensee. Such sales shall not be subject to the payment of royalties under this agreement.

21. For the purposes of this agreement, the term "musical product" shall mean any disk record of any material and revolving at any speed, or any other device or contrivance of any type, character or description, whether now or hereafter known, for the reproduction of sound, manufactured or sold primarily for home entertainment, whether embodying sound alone or sound synchronized with or accompanied by visual images, (e.g. "sight and sound" devices). It shall also include any printing of sheet music or written publications.

22. Owner represents and warrants that it possesses full right, power and authority to enter into and to perform this agreement and that it will not, so long as this agreement remains in effect, grant or attempt to grant to any other person, firm or corporation in the licensed territory, rights of any kind in any of the aforesaid master recordings, the exercise of which would derogate from or be inconsistent with the rights granted to Licensee hereunder. Owner also represents and warrants that there are no liens or encumbrances against any of the recordings which are the subject hereof, which would derogate from or be inconsistent with the rights granted to licensee hereunder.

23. The covenants, representations and warranties hereunder are subject to applicable laws and treaties.

24. This agreement shall be deemed made in and shall be construed in accordance with the laws of the State of California. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.

25. Owner may assign its rights hereunder.



## MERCHANDISE LICENSE CONTRACT

Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as "Owner" and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as a "Licensee";

### WITNESSETH:

Whereas, Owner was organized for the purpose of and is engaged in the United States of America in the creation and production of CD's, cassettes, videos, sheet music hereinafter referred to as "music products";

And Whereas, Licensee is in a position directly or indirectly to provide manufacturing, marketing and distribution facilities for products in the licensed territory referred to below;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed:

1. Owner hereby grants to Licensee, for a period of three years from the date of this agreement, the exclusive and non-assignable rights to manufacture, sell and distribute music products, without limitation or restriction except as set forth herein, with respect to the music recordings and sheet music masters (herein sometimes called "master recordings") set forth in Exhibit A, attached hereto and made a part hereof, anywhere in and solely in the territory of the United States and covering the mail order market and the LDS market, herein called "licensed territory").
2. Except as provided for in this agreement all other rights of any nature whatsoever in the aforementioned musical products are reserved by Owner.
3. If Licensee fails to account and make payments hereunder and such failure is not cured within thirty (30) days after written notice thereof to Licensee, or if Licensee fails to perform any other obligations required of it hereunder and such failure is not cured within thirty (30) days after written notice thereof to Licensee, or in the event that Licensee shall go into compulsory liquidation, or shall go into bankruptcy or make an assignment for the benefit of creditors or make any compositions with creditors, or any insolvency or composition proceeding shall be commenced by or against Licensee, then and in any of such events, Owner, in addition to such other rights or remedies which it may have at law or otherwise under this agreement, may elect to cancel or terminate this agreement without prejudice to any rights or claims it may have, and all rights hereunder shall forthwith revert to Owner and Licensee may not hereafter manufacture musical products from masters furnished under this agreement by Owner, or sell such musical products. Upon such cancellation or termination, Licensee shall destroy all such musical products in its possession and thereupon return all then existing tapes and manuscripts previously received from Owner, or any derivatives of same.
4. In consideration for the rights herein granted Licensee agrees to pay to Owner a sum equal to twenty four 22.5% of the gross monies receive by Licensee in the licensed territory of ninety (90%) of all musical products manufactured and sold hereunder. Licensee shall notify Owner of gross money received in the licensed territory within thirty (30) days from the date hereof, and will notify Owner of any changes thereof within fourteen (14) days of any such change. In the event payments due to Owner are delayed or denied by governmental regulations, Owner shall be entitled to designate a local depository in the licensed territory in which Licensee at the direction of Owner shall use its best efforts to deposit such monies to the credit of the Owner.

5. Payments by Licensee to Owner of royalties due pursuant to paragraphs 4 hereof shall be made monthly 75 days from each months end and each such payment shall be accompanied by a statement setting forth in detail the computation of the amount there of and include, without limitation of the generality of the foregoing, the number of records sold from each master during the accounting period, as well as all charges, royalties and claims hereunder. All payments made by Licensee hereunder shall be computed in local currency at official rates effective on the date provided for payment, subject to any governmental exchange regulations in effect from time to time in the territory.

6. The royalties paid by the Licensee to the Owner pursuant to Paragraph 4 hereof are intended to include provision for all recording artists' and other talent royalties which shall be entirely payable by Owner. Licensee shall be free of any obligations to pay the costs of the recording sessions.

7. With respect to musical products manufactured or sold hereunder from master recordings which embody copyrighted musical or other material, Licensee agrees to pay or cause to be paid directly to the proprietors of the copyrights or their duly authorized agents all royalties which may be or become due to them.

8. Licensee agrees to commence the manufacture and sale of recordings hereunder within three (3) months from the date of this agreement, and in the event Licensee shall fail so to do, all rights granted herein shall automatically cease and terminate.

9. Licensee agrees that all records manufactured by and under this agreement shall bear the imprint, on the label and album cover and/or sleeve, of the words, c (date) \_\_\_\_\_ARTIST'S NAME \_\_\_\_\_, P (date) ARTIST, used by permission." in such manner and location as to give reasonable notice of copyright and phonoright.

10. Licensee agrees to defend, indemnify and hold Owner harmless against any and all liability, loss, damage, cost or expense, including attorney's fees, paid or incurred, by reason of any breach or claim of breach of any of Licensee's covenants, warranties, or representations hereunder or by reason of and in respect of the distribution, manufacture, sale or performance of musical products made by Licensee hereunder and not due to any violation or breach by Owner of its covenants, warranties or representations hereunder.

11. All musical products released hereunder shall be released in their entirety and without editing and in the manner and for the purpose originally recorded by or for Owner, unless Owner's prior written consent is secured. Adaptations by Licensee for different record speeds shall be deemed authorized. Licensee shall couple performances in a CD, record, cassette, video and music book only in the same manner as the master recordings manufactured by the Owner and only the compositions contained in masters supplied by Owner, unless otherwise notified in writing by Owner.

Recordings shall not be supplied by Licensee to record clubs, nor for promotional giveaways or other devices for mass distribution involving the sale of products at reduced prices or their being given away without receipt of payment, without Owner's prior consent in writing. Advertising or disc jockey promotions shall be deemed exempted from the foregoing prohibitions.

12. Owner agrees to deliver master recordings hereunder by supplying to Licensee at Owner's cost price plus any actual expenses incurred for packing and shipping (including insurance), one or more duplicate tape recordings, or duplicate of the sheet music originals, subject to the provisions hereof. Such tapes and masters shall be delivered to Licensee as promptly as possible following the submission of written orders therefor to Owner. At the time of the delivery to Licensee of the first such derivative from each master recording, Owner shall supply to Licensee, in writing, the correct title of the recorded work, the names of the author, composer, and publisher thereof, together with any additional copyright information known to Owner; the names of the recording artists as Owner displays or intends to display them on the labels of the products marketed by Owner.

13. With respect to master recordings delivered hereunder, Owner agrees to supply to Licensee samples of its advertising and promotional material including catalogues, supplements, release sheets, liners, photographs of artists, and the like, which shall be delivered to Licensee from time to time as prepared by Owner for use in the United States of America. All such samples will be free of charge, except that Licensee will pay all expenses for packing and shipping (including insurance), and customs and duty fees and expenses. Licensee shall have the right, insofar as the Owner possesses the right, to use any part or all of such material, in its original form or with minor modifications, on or in connection with records produced hereunder. Owner agrees, upon request, to supply to Licensee any such material in quantity, or plates for reproducing the same, at Owner's cost price plus any actual expenses for packing and shipping (including insurance).

Owner may require that such payments shall be made by sight draft against bill of lading. Licensee shall have the right, at its option, to reproduce any or all such material for use as aforesaid, provided, that Owner itself has obtained the right to grant such right to Licensee and Licensee shall have made any payments necessary in such connection.

14. The rights hereby granted by Owner to Licensee are the following:

a. The right to manufacture, sell, publicly perform and advertise in the licensed territory only, records containing the performances embodied in the master recordings made available by Owner to Licensee as above provided;

b. The right to use in the licensed territory the name, likeness and biography of each artist whose performance is embodied in the said master recordings in connection with the advertising publicizing or sale of musical products manufactured therefrom, provided, however, that Licensee shall abide by any restrictions imposed upon Owner with respect thereto of which Owner has notified Licensee at the time of delivery under paragraph 12.

15. Licensee shall supply Owner with a minimum of ten (10) sample copies of each release.

16. Licensee shall make available to Owner copies of each release as follows:

a. Unlimited copies at the Licensee's cost for the Owners purposes promoting concert, television and radio performances as well as other promotional purposes. These copies shall not be sold to the public, nor shall they be given to the public free of charge.

b. Unlimited copies at 40% of the suggested retail price, for the Owner's purposes of selling to the public after concerts, performances and programs and at the \_\_\_\_\_ retail location. It is understood that Licensee shall still remit to Owner the 22.5% royalty on the gross received for these purchases as specified in paragraph 4.

17. All masters and duplicates thereof of recordings and compositions hereunder, and all copyrights, ownerships and rights in and to such recordings, shall remain the sole and exclusive property of Owner, subject, however, to the rights of Licensee to make reproductions pursuant to the terms of this agreement.

18. Owner shall have the right to inspect and make extracts of the books and records of Licensee, its subsidiaries, affiliates, licensees and assigns wherever same may be, insofar as said books and records pertain to any monies payable to Owner under this agreement and any extension or modification thereof, or insofar as any said books or records pertain to the exercise by Licensee, of any rights granted to Licensee hereunder. Such inspections shall be made on ten (10) ten days written notice, during normal business hours of normal business days, but not more frequently than once annually in each year.

19. Licensee agrees to sell recordings manufactured hereunder only in the normal course of business and at regular prices. Licensee shall refrain from distress and closeout sales of such recordings.

20. Upon the expiration or other termination of this agreement, except as otherwise provided herein, all pressing and printing by Licensee shall cease. With respect to all masters, including any made by Licensee, and any other material in Licensee's hands used in the manufacture of Owner's records, Licensee shall promptly at the option of the Owner and upon its written instructions, either:

a. deliver same to Owner in the United States or licensed territory, as designated by Owner at Owner's sole cost and expense of delivery, or

b. transfer same at Owner's sole cost and expense of delivery to any other company designated and approved by Owner, or,

c. destroy same under Owner's supervision, or at Owner's request destroy same and supply Owner with an affidavit of such fact, sworn to by a principal officer of Licensee. Notwithstanding the foregoing, upon expiration or other termination of this agreement, except for termination of this agreement by Owner by virtue of Licensee's breach or default under this agreement, Licensee shall have the right to sell, for a period of six months only, in normal course of business and at regular prices, any inventory of musical product previously manufactured hereunder, provided and on condition that within fifteen (15) days from such termination or other expiration Licensee furnishes to Owner a written list of such inventory which also shows the factory costs thereof. Such sales shall be subject to the payment of royalties by Licensee under the terms of this agreement.

However, at any time after the expiration or other termination of this agreement, Owner shall have the right to purchase from Licensee at Licensee's factory cost, all or part of the inventory not theretofore sold by Licensee. Such sales shall not be subject to the payment of royalties under this agreement.

21. For the purposes of this agreement, the term "musical product" shall mean any disk record of any material and revolving at any speed, or any other device or contrivance of any type, character or description, whether now or hereafter known, for the reproduction of sound, manufactured or sold primarily for home entertainment, whether embodying sound alone or sound synchronized with or accompanied by visual images, (e.g. "sight and sound" devices). It shall also include any printing of sheet music or written publications.

22. Owner represents and warrants that it possesses full right, power and authority to enter into and to perform this agreement and that it will not, so long as this agreement remains in effect, grant or attempt to grant to any other person, firm or corporation in the licensed territory, rights of any kind in any of the aforesaid master recordings, the exercise of which would derogate from or be inconsistent with the rights granted to Licensee hereunder. Owner also represents and warrants that there are no liens or encumbrances against any of the recordings which are the subject hereof, which would derogate from or be inconsistent with the rights granted to licensee hereunder.

23. The covenants, representations and warranties hereunder are subject to applicable laws and treaties.

24. This agreement shall be deemed made in and shall be construed in accordance with the laws of the State of \_\_\_\_\_. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.

25. Owner may assign its rights hereunder.

26. This agreement may not be modified orally and shall not be binding or effective unless and until it is signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have entered into this agreement the day and year first above written.

**Artist:** \_\_\_\_\_

**by:** \_\_\_\_\_

**Licensee** \_\_\_\_\_

**by:** \_\_\_\_\_

PARENTAL CONSENT FORM

The undersigned, and each of them, declare:

I have read the entire contract, including the exhibits, which bears the following title and date and concerns the following COMPANY and the following MINOR, whose custody and control is solely in the hands of the undersigned:

TITLE OF CONTRACT:

DATE: \_\_\_\_\_.

COMPANY: \_\_\_\_\_

MINOR: \_\_\_\_\_

Note: Where the contract concerns more than one person as ARTIST, each Parent's Consent form should concern only one MINOR.

I warrant that the undersigned have sole custody and control of the MINOR, and that the MINOR was born on \_\_\_\_\_ in \_\_\_\_\_

In consideration of the execution by the COMPANY of the contract with the MINOR, I acknowledge and agree that I approve of the contract and of the signing of the contract by the MINOR and the living up to the terms and the spirit of the contract by the MINOR; I will cause and guarantee that the MINOR will fulfill all duties and obligations under the contract; in the event MINOR fails to perform any of the terms of the contract, I will take such steps as are necessary to enforce the performance; I hereby agree that COMPANY may apply to the Superior Court of the State of \_\_\_\_\_, in and for the County of \_\_\_\_\_, (herein called "Court") or any other Court selected by COMPANY as provided by law for approval of the contract; hereby give my consent to the establishment of such trust fund or savings plan for the benefit of the MINOR as the Court may deem just and proper. A copy of this CONSENT may be filed with the Court. I hereby release and relinquish to the MINOR all compensation payable to the MINOR pursuant to the terms and provisions of the MINOR's contract. The Court may appoint me, but may appoint any other person if it so desires, as sole or joint trustee or guardian of the MINOR's money.

I reside at the following address, and the MINOR lives at the following address:

MINE:

MINOR'S:

I am executing this consent and agreement in the County of \_\_\_\_\_ on:

DATE: \_\_\_\_\_ UNDERSIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_ UNDERSIGNED: \_\_\_\_\_

# PARTNERSHIP CONTRACT

**THIS PARTNERSHIP AGREEMENT** ("Agreement") made and effective this \_\_\_\_\_, by \_\_\_\_\_ and between the following individuals, referred to in this Agreement as the "Partners":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Partners' Names

The Partners wish to set forth, in a written agreement, the terms and conditions by which they will associate themselves in the Partnership.

**NOW, THEREFORE**, in consideration of the promises contained in this Agreement, the Partners affirm in writing their association as a partnership in accordance with the following provisions:

**1. Name and Place of Business.**

The name of the partnership shall be called \_\_\_\_\_ (the "Partnership"). Its principal place of business shall be \_\_\_\_\_ Address \_\_\_\_\_, until changed by agreement of the Partners, but the Partnership may own property and transact business in any and all other places as may from time to time be agreed upon by the Partners.

**2. Purpose.**

The purpose of the Partnership shall be to \_\_\_\_\_ Business Description \_\_\_\_\_. The Partnership may also engage in any and every other kind or type of business, whether or not pertaining to the foregoing, upon which the Partners may at any time or from time to time agree.

**3. Term.**

The Partnership shall commence as of the date of this Agreement and shall continue until terminated as provided herein.

**4. Capital Accounts.**

A. The Partners shall make an initial investment of capital, contemporaneously with the execution of this Agreement, as follows:

PARTNER	CONTRIBUTION
_____	_____
_____	_____
_____	_____
_____	_____

In addition to each Partner's share of the profits and losses of the Partnership, as set forth in Section 5, each Partner is entitled to an interest in the assets of the Partnership.

B. The amount credited to the capital account of the Partners at any time shall be such amount as set forth in this Section 4 above, plus the Partner's share of the net profits of the Partnership and any additional capital contributions made by the Partner and minus the Partner's share of the losses of the Partnership and any distributions to or withdrawals made by the Partner. For all purposes of this Agreement, the Partnership net profits and each Partner's capital account shall be computed in accordance with generally accepted accounting principles, consistently applied, and each Partner's capital account, as reflected on the Partnership federal income tax return as of the end of any year, shall be deemed conclusively correct for all purposes, unless an objection in writing is made by any Partner and delivered to the accountant or accounting firm preparing the income tax return within one (1) year after the same has been filed with the Internal Revenue Service. If an objection is so filed, the validity of the objection shall be conclusively determined by an independent certified public accountant or accounting firm mutually acceptable to the Partners.

**5. Profits and Losses.**

Until modified by mutual consent of all the Partners, the profits and losses of the Partnership and all items of income, gain, loss, deduction, or credit shall be shared by the Partners in the following proportions:

PARTNER	SHARE IN PROFIT & LOSS
_____	_____
_____	_____
_____	_____
_____	_____

**6. Books and Records of Account.**

The Partnership books and records shall be maintained at the principal office of the Partnership and each Partner shall have access to the books and records at all reasonable times.

**7. Future Projects.**

The Partners recognize that future projects for the Partnership depend upon many factors beyond present control, but the Partners wish to set forth in writing and to mutually acknowledge their joint understanding, intentions, and expectations that the relationship among the Partners will continue to flourish in future projects on similar terms and conditions as set forth in this Agreement, but there shall be no legal obligations among the Partners to so continue such relationship in connection with future projects.

**8. Time and Salary.**

Until and unless otherwise decided by unanimous agreement of the Partners, [Time Commitment]. Each Partner shall nonetheless be expected to devote such time and attention to Partnership affairs as shall from time to time be determined by agreement of the Partners. No Partner shall be entitled to any salary or to any compensation for services rendered to the Partnership or to another Partner.

**9. Transfer of Partnership Interests.**

A. Restrictions on Transfer. None of the Partners shall sell, assign, transfer, mortgage, encumber, or otherwise dispose of the whole or part of that Partner's interest in the Partnership, and no purchaser or other transferee shall have any rights in the Partnership as an assignee or otherwise with respect to all or any part of that Partnership interest attempted to be sold, assigned, transferred, mortgaged, encumbered, or otherwise disposed of, unless and to the extent that the remaining Partner(s) have given consent to such sale, assignment, transfer, mortgage, or encumbrance, but only if the transferee forthwith assumes and agrees to be bound by the provisions of this Agreement and to become a Partner for all purposes hereof, in which event, such transferee shall become a substituted partner under this Agreement.

B. Transfer Does Not Dissolve Partnership. No transfer of any interest in the Partnership, whether or not permitted under this Agreement, shall dissolve the Partnership. No transfer, except as permitted under Subsection 9.A. above, shall entitle the transferee, during the continuance of the Partnership, to participate in the management of the business or affairs of the Partnership, to require any information or account of Partnership transactions, or to inspect the books of account of the Partnership; but it shall merely entitle the transferee to receive the profits to which the assigning Partner would otherwise be entitled and, in case of dissolution of the Partnership, to receive the interest of the assigning Partner and to require an account from the date only of the last account agreed to by the Partners.

**10. Death, Incompetency, Withdrawal, or Bankruptcy.**

Neither death, incompetency, withdrawal, nor bankruptcy of any of the Partners or of any successor in interest to any Partner shall operate to dissolve this Partnership, but this Partnership shall continue as set forth in Section 3, subject, however, to the following terms and conditions:

A. Death or Incompetency.

In the event any Partner dies or is declared incompetent by a court of competent jurisdiction, the successors in interest of that Partner shall succeed to the partnership interest of that Partner and shall have the rights, duties, privileges, disabilities, and obligations with respect to this Partnership, the same as if the successors in interest were parties to this Agreement, including, but not limited to, the right of the successors to share in the profits or the burden to share in the losses of this Partnership, in the same manner and to the same extent as the deceased or incompetent Partner; the right of the successors in interest to continue in this Partnership and all such further rights and duties as are set forth in this Agreement with respect to the Partners, the same as if the words "or his or her successors in interest" followed each reference to a Partner; provided, however, that no successor in interest shall be obligated to devote any service to this Partnership and, provided further, that such successors in interest shall be treated as holding a passive, rather than active, ownership investment.

B. Payments Upon Retirement or Withdrawal of Partner.

(1) Amount of Payments. Upon the retirement or withdrawal of a Partner, that Partner or, in the case of death or incompetency, that Partner's legal representative shall be entitled to receive the amount of the Partner's capital account (as of the end of the fiscal year of the Partnership next preceding the day on which the retirement or withdrawal occurs) adjusted for the following:

- (i) Any additional capital contributions made by the Partner and any distributions to or withdrawals made by the Partner during the period from the end of the preceding fiscal year to the day on which the retirement or withdrawal occurs;
- (ii) The Partner's share of profits and losses of the Partnership from the end of the preceding fiscal year of the Partnership to the day on which the retirement or withdrawal occurs, determined in accordance with generally accepted accounting principles, consistently applied; and
- (c) The difference between the Partner's share of the book value of all of the Partnership assets and the fair market value of all Partnership assets, as determined by a fair market value appraisal of all assets. Unless the retiring or withdrawing Partner and the Partnership can agree on one appraiser, three (3) appraisers shall be appointed--one by the Partnership, one by the retiring or withdrawing Partner, and one by the two appraisers thus appointed. All appraisers shall be appointed within fifteen (15) days of the date of retirement or withdrawal. The average of the three appraisals shall be binding on all Partners.

(2) Time of Payments. Subject to a different agreement among the Partners or successors thereto, the amount specified above shall be paid in cash, in full, but without interest, no later than twelve (12) months following the date of the retirement or withdrawal.

(3) Alternate Procedure. In lieu of purchasing the interest of the retiring or withdrawing Partner as provided in subparagraph (1) and (2) above, the remaining Partners may elect to dissolve, liquidate and terminate the Partnership. Such election shall be made, if at all, within thirty (30) days following receipt of the appraisal referred to above.

**11. Procedure on Dissolution of Partnership.**

Except as provided in Section 10.B.(3) above, this Partnership may be dissolved only by a unanimous agreement of the Partners. Upon dissolution, the Partners shall proceed with reasonable promptness to liquidate the Partnership business and assets and wind-up its business by selling all of the Partnership assets, paying all Partnership liabilities, and by distributing the balance, if any, to the Partners in accordance with their capital accounts, as computed after reflecting all losses or gains from such liquidation in accordance with each Partner's share of the net profits and losses as determined under Section 5.

**12. Title to Partnership Property.**

If for purposes of confidentiality, title to Partnership property is taken in the name of a nominee or of any individual Partner, the assets shall be considered to be owned by the Partnership and all beneficial interests shall accrue to the Partners in the percentages set forth in this Agreement.

**13. Leases.**

All leases of Partnership assets shall be in writing and on forms approved by all the Partners.

**14. Controlling Law.**

This Agreement and the rights of the Partners under this Agreement shall be governed by the laws of the State of \_\_\_\_\_.

**15. Notices.**

Any written notice required by this Agreement shall be sufficient if sent to the Partner or other party to be served by registered or certified mail, return receipt requested, addressed to the Partner or other party at the last known home or office address, in which event the date of the notice shall be the date of deposit in the United States mails, postage prepaid.

**16. General.**

This Agreement contains the entire agreement of the Partners with respect to the Partnership and may be amended only by the written agreement executed and delivered by all of the Partners.

**17. Binding Upon Heirs.**

This Agreement shall bind each of the Partners and shall inure to the benefit of (subject to the Sections 9 and 10) and be binding upon their respective heirs, executors, administrators, devisees, legatees, successors and assigns.

**IN WITNESS WHEREOF**, the Partners have executed this Agreement the date first above written.

\_\_\_\_\_  
Partner 1

\_\_\_\_\_  
Partner 2

\_\_\_\_\_  
Partner 3

\_\_\_\_\_  
Partner 4

**PAYMENT OBLIGATION CONTRACT**

I, \_\_\_\_\_, (herein known as "Artist") do hereby agree not to produce, sell, or market the recordings below listed until the debt and obligation to the parties herein listed are paid in full. The musical compositions shall include and are limited to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These song(s) were recorded at \_\_\_\_\_ Studios in the City of \_\_\_\_\_ in the State of \_\_\_\_\_ at the address of \_\_\_\_\_ on the the date(s) of: \_\_\_\_\_

These figures reflect American Federation of Musicians scale rates at the time the recordings were made.

I agree to make all payments to the persons listed below before releasing for sale to the public or assigning any rights in any of the above recordings.

Persons due payment for services rendered on above recordings:

Name	Service	Payment Due
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If Producer has made payment to any of the parties below listed, I will reimburse Producer his receipted expenses incurred in making payments to abovementioned person(s).

I further agree to reimburse Producer for any and all receipted expenses Producer has incurred in the production of the above song titles and during the recording sessions specified herein.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Artist

PERFORMANCE CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ hereinafter called the "Operator Employer," whose address is \_\_\_\_\_ and \_\_\_\_\_ hereinafter called the "Artist Employee," whose address is \_\_\_\_\_ Social Security No. \_\_\_\_\_ (if AGVA Member, give Membership No.) \_\_\_\_\_

AGVA Branch \_\_\_\_\_

WHEREAS, the Operator Employer recognizes that the AMERICAN GUILD OF VARIETY ARTISTS (hereinafter called "AGVA") is the exclusive collective bargaining representative for all Artist Employees now or hereafter employed or engaged by the Operator Employer in the variety entertainment field, including the Artist Employee(s) engaged hereunder, and that AGVA has established the basic minimum terms and conditions of employment for said Artist Employee(s) in the variety entertainment field.

NOW, THEREFORE, in consideration of the foregoing, the execution of this Agreement by each of the parties hereto, and the full and faithful performance of the covenants, representations and warranties contained herein, it is agreed as follows:

1. The Operator Employer warrants that he is the Operator Employer herein at the present time and intends to be such for the duration of this contract, and engages the Artist Employee(s) and the Artist Employee(s) hereby accepts said engagement, to present his/her act under the direction, supervision and control of the Operator Employer as \_\_\_\_\_ consisting of \_ person(s), at the \_\_\_\_\_

Name of establishment \_\_\_\_\_ Address of Establishment \_\_\_\_\_ in \_\_\_\_\_ in the city of \_\_\_\_\_

Room Artist Employee to appear for a period of \_\_\_\_\_ consecutive week(s) or \_\_\_\_\_ consecutive day(s), number of shows daily \_\_\_\_\_, and weekly \_\_\_\_\_ exact number of shows weekly and daily must be specified commencing on \_\_\_\_\_, 19 \_\_\_\_, for which the Operator Employer agrees to pay the Artist Employee(s) and the Artist Employee(s) agrees to accept, as full payment (all minimum scale salaries are net, no commissions to be paid on minimum scales) the sum of \$ \_\_\_\_\_ dollars (weekly) of \$ \_\_\_\_\_ dollars (daily), payable immediately preceding the first performance on the concluding night of each week(s) or day(s) engagement hereunder, plus transportation. No transportation shall be paid by the Artist Employee(s).

2. **OPTIONS AND NOTICE OF EXERCISE OF OPTIONS.** The Artist Employee(s) hereby gives and grants to the Operator Employer the option of extending this Agreement for \_\_\_\_\_ (\_\_\_\_) consecutive additional periods of \_\_\_\_\_ (\_\_\_\_) week(s) or \_\_\_\_\_ (\_\_\_\_) day(s) immediately following the conclusion of the original engagement hereunder, upon the same or better terms and conditions contained herein for the original period thereof. The weekly or daily compensation during each such option period herein shall be \$ \_\_\_\_\_ dollars (\_\_\_\_) dollars. Each of these options to be effective must be exercised in writing by the Operator Employer no later than \_\_\_\_\_ (\_\_\_\_) week(s) or \_\_\_\_\_ (\_\_\_\_) day(s) prior to the termination of the Artist Employee(s) engagement. (NOTE: On engagements for one week or less AGVA rules require written notice the day following the opening; on engagements of 2 or 3 weeks, the rules require at least one week's written notice and on engagements of 4 or more weeks the rules require at least 2 week's written notice prior to the termination of the Artist Employee(s) engagement. All copies of option notices shall be sent simultaneously to AGVA NATIONAL HEADQUARTERS by the Operator Employer.

3. **IN THE EVENT THE ENGAGEMENT OF THE ARTIST SHALL BE CONTINUED BY MUTUAL CONSENT BEYOND THE EXPIRATION DATE OF THIS CONTRACT (ORIGINAL TERM AND OPTION PERIODS, IF ANY) FOR A PERIOD OF ONE WEEK OR MORE, THE ARTIST EMPLOYEE(S) SHALL BE DEEMED TO BE ENGAGED BY THE OPERATOR EMPLOYER ON A CONTINUOUS EMPLOYMENT BASIS, SUBJECT TO ONE WEEK'S WRITTEN NOTICE OF TERMINATION BY EITHER PARTY TO THE OTHER. ALL OTHER PROVISIONS OF THE ORIGINAL CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT THROUGH SUCH CONTINUED ENGAGEMENT.**

4. **AGVA WELFARE TRUST FUND.** The Operator Employer is advised of an AGVA Welfare Program, which provides for Welfare benefits for variety Artist Employee(s) within AGVA's jurisdiction, including Artist Employee(s) hereunder. To assure the benefits of said Welfare Program to said Artist Employee(s) engaged hereunder, the Operator Employer agrees to make contributions to the joint Union Management AGVA Welfare Trust Fund, according to the following schedule:

\$ \_\_\_\_\_ dollars per person per engagement per day (3 days is deemed a weekly payment).

\$ \_\_\_\_\_ dollars per person per week of six (6) consecutive days.

\$ \_\_\_\_\_ dollars per person per six (6) consecutive day week for engagement outside the Continental limits of the United States and Canada. The Operator Employer by making such contributions to the Trust, accepts and becomes a party to such Trust.

(A) **CONTRIBUTION PROCEDURE:**

(1) The Operator Employer shall issue a check in accordance with the above schedule consisting of an amount equal to coverage for the entire engagement of each Artist Employee(s) performing and employed in the Operator Employer's production and/or establishment.

(2) Checks for Welfare Trust Fund contributions must be made payable to the AGVA Welfare Trust Fund.

(3) Welfare Trust Fund Booking Reports listing the names of all Artist Employee(s) for whom such contributions are made must be attached to the check.

(4) IMPORTANT: checks and Booking Reports must be mailed to the AGVA Welfare Trust Fund, 132 West 43rd Street, New York, N.Y. 10036 prior to the first performance of the Artist Employee(s).

5. REHEARSALS: \_\_\_\_\_  
(place of rehearsal) (time of rehearsal)

The Operator Employer agrees that all rehearsals (if any) shall be subject to AGVA's Rules and Regulations.

6. FILING WITH AGVA. Two fully executed copies of this AGVA Artist Engagement Contract duly executed by all Artist Employee(s) employed hereunder, with all riders annexed thereto, shall be mailed by the Artist Employee(s) to the National Headquarters of AGVA, 1540 Broadway, New York N.Y., 10036 and the AGVA Welfare Trust Fund copy to: 132 West 43rd street New York 10036, within forty-eight (48) hours after being executed and prior to the initial performance of the Artist Employee(s) covered hereunder.

7. The Artist Employee(s) shall render his/her act in the variety field exclusively to the Operator Employer throughout the actual period of services hereof unless otherwise provided herein or otherwise consented to by the Operator Employer in writing.

8. All the provisions of any Minimum Basic Agreement now existing or which may be entered into during the period of this contract between the Operator Employer and AGVA are incorporated herein, and made a part hereof, and shall govern the engagement of the Artist Employee(s) hereunder. however, nothing contained in said agreement shall prevent the Artist Employee(s) from negotiating more favorable economic terms and conditions than are contained in said Minimum Basic Agreement.

NOTE: ALL CLAUSES BEGINING WITH PARAGRAPH 9 HERE OF ARE AN INTEGRAL PART OF THIS ARTISTS ENGAGEMENT CONTRACT.

ADDITIONAL PROVISIONS:

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IN WITNESS WHEREOF, the parties hereto have executed this contract on the date and year first above written.

Operator Employer: \_\_\_\_\_  
(full name of Operator Employer, person, firm or corporation)

By: \_\_\_\_\_  
(Officer of corporation, partner or owner)

Artist Employee:

\_\_\_\_\_ and \_\_\_\_\_  
(Stage Name) (Legal Name)

Other Artist Employees in act  
(must be executed by the individual Artist Employees)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENT: The undersigned Agent certifies that he has obtained this engagement.  
and

\_\_\_\_\_  
(Name of Agent) (Association, if any)

9. The words "Artist Employee(s)" and "Operator Employer " as used herein include and apply to singular and plural members and all genders wheresoever the context hereof will so admit.

10. Artist Employee(s) shall not be required to perform or appear nor shall the Operator Employer request or require the Artist Employee(s) to perform or appear, directly or indirectly, in television regardless of the point of origin of the telecast without first securing the written consent and approval thereto of AGVA.

11. The Operator Employer, throughout the term of this contract, at his own expense shall furnish to the Artist Employee(s) live musical accompaniment according to the usual standard of his establishment for all rehearsals and performances of the Artist Employee(s).

12. A copy of this contract must be filled with AGVA prior to the opening of engagement date stated above.

13. This contract is play or pay and shall not be cancelled.

14. The Operator Employer shall not request or require Artist Employee(s) to mix or solicit drinks from customers.

15. Artist Employee(s) name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up, without Artist Employee(s) prior written consent.

16. **ARBITRATION.** All claims or disputes by either party (including AGVA) as to the application or interpretation of the terms and conditions of this agreement or the breach of any provisions thereof shall be attempted to be adjusted between the parties (including AGVA) and, in the event they are not satisfactorily resolved, they shall be submitted for arbitration to the Board of Mediation and Conciliation, if any, in the state in which the dispute arose, or if none, to the American Arbitration Association under its Rules then appertaining by AGVA as the Operator Employer. The decision of the arbitrator shall be final and binding on all parties concerned. The cost of the arbitration and the compensation and expense of the arbitrator shall be borne equally by the parties. Such arbitrations held before the American Arbitration Association shall be held in New York City when ever practical and whenever in the opinion of the AGVA Executive Board or the American Arbitration Association, the holding of such arbitration in New York City does not create substantial injustice to either party to the dispute. A claim, dispute or violation which has not been presented to AGVA, by certified mail, return receipt requested, within a period of thirty (30) days from the occurrence of the events giving rise thereto or within thirty (30) days after the termination of the engagement, shall be untimely and shall not be processed.

17. **SECURITY.** The Operator Employer shall deposit with AGVA NATIONAL HEADQUARTERS prior to the opening engagement of the Artist Employee(s) hereunder, security, in the form of cash, certified check or U.S. Treasury Bearer Bond, and amount equal to one week's total compensation, plus transportation for all Artist Employee(s) employed or engaged by the Operator Employer hereunder.

In the event the Operator Employer breaches or violates the above paragraph, AGVA in its discretion may withhold or cancel the performances of its Artist Employee(s) under this contract and shall further hold the Operator Employer responsible for all monies due the Artist Employee(s) under this agreement.

All cash and/or certified checks so deposited with AGVA will be immediately placed by AGVA in and AGVA segregated special account. Interest, if any on such salary security deposits shall be used for the administration of such accounts.

If U.S. Treasury Bearer Bond (must be full amount) the Operator Employer agrees to forward such Treasury Bearer Bond directly to the Irving Trust Company, ATT: Custody Department, 1290 Avenue of the Americas, New York, New York 10019. The Operator Employer agrees to pay the service charge rendered by the Irving Trust Company for the servicing of the Operator Employer's Bond.

In the event of a default by the Operator Employer to pay the Artist Employee(s) compensation and transportation when due, provided the Artist Employee(s) has actually appeared and performed pursuant to this Agreement, or the Operator Employer issued a check in payment therefor which is not collectible, AGVA shall pay from security deposited by the Operator Employer, the compensation and transportation due the Artist Employee(s).

In the event of circumstances other than those in the above paragraph, the Operator Employer and AGVA agree all other disputes, claims, etc., will be submitted to arbitration in accord with Section 16 of this agreement and the decision of the arbitrator shall be final and binding on the parties concerned.

(A) The Operator Employer agrees to replenish the amount of salary security in the event of depletion of such security by reason of a default payment, or arbitrator award, within seven (7) days after written notice by AGVA to the Operator Employer.

(B) AGVA shall have thirty (30) days after receipt of the Operator Employer's written request for return of his salary security to authorize the return of such security.

18. **GOVERNMENTAL BENEFITS.** The Operator Employer agrees to abide by and live up to all present and future State, County, Municipal and Federal ordinances, rules, regulations, laws and statutes enacted for the protection of and more specifically applicable to employment of Artist Employee(s) hereunder. The Operator Employer assumes all responsibility for the payment of all applicable taxes and contribution under Workmen's Compensation, Unemployment Insurance, Social Security or any other law applicable thereto.

(A) **RIDERS.** nothing contained herein shall prohibit any party hereto from annexing any rider to this Artists Engagement Contract to incorporate more favorable terms and conditions applicable to the specific employment or engagement contracted for, provided, however, that no such riders shall modify the printed provisions of this standard form and provided further that all riders must be initiated by the parties hereto and transmitted to AGVA pursuant to the provisions of Section 7. It is further understood that no rider or special provision annexed hereto, shall be binding upon the parties or have any legal force and effect if such rider or special provision is in conflict with any of the provisions of any minimum Basic Agreement between AGVA and the Operator Employer and/or any provision of the Constitution, By-laws or Rules and Regulations of AGVA incorporated by reference herein.

19. The Operator Employer shall not request any Artist Employee(s) directly or indirectly to appear in or attend any benefit without first receiving written approval from Theatre Authority, Inc, 485 Fifth Avenue, New York, New York 10017, and AGVA National Headquarters.

20. **NO DISCRIMINATION.** The Operator Employer shall not discriminate against any Artist Employee(s) because of his/her membership in AGVA, because of his/her filing of any claim or the processing of the same or because of any complaint he/she may make concerning the application of the provisions of this Agreement, or a Minimum Basic Agreement, or because of his/her participation in lawful union business, nor shall any Artist Employee(s) be discriminated against because of his/her race, creed, religion, color, or sex.

21. **AGVA REPRESENTATION.** The Operator Employer shall admit any authorized AGVA representative to visit the Artist Employee(s) or observe rehearsals or performances of the Operator Employer's production, or on other official business at any reasonable time.

22. NO KICKBACKS. neither the Operator Employer, nor its officers, agents, representatives or employees, shall solicit or receive from any Artist Employee(s) or person representing an Artist Employee(s), shall offer or give to the Operator Employer, or its officers, agents, representatives or employees, or to any other person a kickback. It shall be deemed a kickback to solicit or receive or give or offer to give, directly or indirectly, any money, gift, gratuity or other thing of value, as an inducement to securing or maintaining an engagement; provided, however, that this Section shall not prohibit commissions paid by an Artist Employee(s) to and AGVA franchised agent.

23. The Operator Employer shall not request nor shall an Artist Employee(s) execute or deliver any release whereby any provisions of this Agreement are waived or released without the prior written consent of AGVA NATIONAL HEADQUARTERS.

24. No Artist Employee(s) employed or engaged to perform services at the Operator Employer's establishment shall be required to cross a picket line established by a labor organization at the Operator Employer's premises and which picket line is approved by AGVA, nor shall any Artist Employee(s) be disciplined, or this Agreement be considered or deemed breached by the Artist Employee(s), by reason of such Artist Employee(s) refusal to cross such picket line.

25. BINDING EFFECT OF AGREEMENT. In the event the Operator Employer sells, transfers or assigns his business prior to the termination of this Agreement, this Agreement shall be applicable and binding upon the Operator Employer's transferees, successors and assigns and both the Operator Employer and any transferees, successors and assigns guarantee the complete performance of this contract for the full term thereof.

26. UNION RIGHTS. AGVA, by reason of the provisions of this Agreement, shall, in addition to the rights of the Artist Employee(s) provided hereunder, have the right to administer and enforce the provisions of this Agreement.

27. UNION SECURITY. Subject to the provisions of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment hereunder that all Artist Employee (s) covered by this Agreement who are members in good standing on the date of execution of this Agreement shall remain members in good standing throughout their employment and/or engagement with the Operator Employer, and those who are not members of AGVA on the date of execution of this Agreement, shall, on the 30th day following execution of this Agreement, become and remain members in good standing of AGVA. It shall also be a condition of employment that all Artist Employee(s) covered by this Agreement, shall on or after the 30th day following the Artist Employee(s) first employment or engagement by the Operator Employer as a performer in the variety field of the entertainment industry, become and remain members of AGVA in good standing.

(A) The Operator Employer agrees to report to the AGVA National Office, Membership Department, within five (5) days of the first employment of a non-member of AGVA, giving the non-member's name, Social Security number, and first date of employment.

(B) Notwithstanding anything to the contrary herein, this paragraph shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however that if all or any part of this paragraph becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of this paragraph held valid shall immediately apply.

28. SEVERABILITY. If any portion of this contract is in conflict with any applicable Federal or State Law now in force or hereafter enacted, such provision shall become inoperative, but all other provisions of this contract shall remain in full force and effect.

29. INTERPRETATION. This Agreement shall be interpreted, construed and applied according to the laws of the State of New York and any action against the American Guild of Variety Artists shall be brought only in courts located in the County and State of New York.

## PHOTOGRAPHER CONTRACT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the undersigned PHOTOGRAPHER and the undersigned CLIENT.

This Agreement is entered into in the City of \_\_\_\_\_ and County of \_\_\_\_\_, State of \_\_\_\_\_ and is guided by and governed by the laws of that state.

The undersigned parties hereby agree that all rights, copyrights, titles and interest in any photographs taken by photographer, on behalf of Client belong solely and exclusively to the Owner free from any claims whatsoever by the Photographer.

The enticement and consideration for this Agreement is the promise by the Client to pay the Photographer the amount of \$\_\_\_\_\_. This is a one-time compensation for Photographer's services (sometimes known as a work-for-hire) and Photographer understands that this will comprise Photographer's complete and sole payment.

**IN WITNESS WHEREOF** we have entered into this written contract as of the date above written.

\_\_\_\_\_  
**PHOTOGRAPHER**

\_\_\_\_\_  
**CLIENT**

**PRODUCTION/DISTRIBUTION/PROMOTION CONTRACT**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (Client) \_\_\_\_\_ (hereinafter referred to as the "Client") and \_\_\_\_\_ (hereinafter referred to as the Company).

Client and Company hereby accepts such agreement for services under the terms and conditions as herein provided and any riders to this Agreement.

It is agreed that the following services will be provided by Company for said Client:

Recording Sessions: \_\_\_\_\_  
\_\_\_\_\_

Record Pressing: \_\_\_\_\_  
\_\_\_\_\_

Radio Service: \_\_\_\_\_  
\_\_\_\_\_

Promotion: \_\_\_\_\_  
\_\_\_\_\_

Resale Distribution: \_\_\_\_\_  
\_\_\_\_\_

Company will service major and independent distributors and one-stops. Company will pay for all commercial pressing costs. Following recoupment of all commercial pressing costs, Company will pay \_\_\_\_\_ ( %) PERCENT of all gross wholesale receipts and \_\_\_\_\_ ( %) PERCENT of all gross mail order and/or retail receipts. Appropriate mechanical fees will be withheld by Company for each record sold and paid for to be paid to the appropriate publisher and/or mechanical licensing firm (fee at this date is \_\_ (\$ ) per side). All records will be sold client and/or artists at a rate of \_\_\_\_ (\$ ) each. All sales will be dependent on airplay and demand for product.

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPENSATION AGREED UPON: \_\_\_\_\_  
\_\_\_\_\_

CLIENT TO MAKE PAYMENT AS FOLLOWS: \_\_\_\_\_

\_\_\_\_\_

This Agreement may be modified only in writing by both parties.

**EXECUTED** in duplicate by the parties hereto on the day and year first written above.

CLIENT: \_\_\_\_\_ COMPANY: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone)

MASTER PRODUCER-ASSISTANT CONTRACT

City: \_\_\_\_\_  
State: \_\_\_\_\_  
Date: \_\_\_\_\_

IT IS AGREED that ASSISTANT will aide MASTER PRODUCER in the arrangement and A & R'ing of a recording session consisting of the following songs:

SONG	SONGWRITER	PUBLISHER (at this time)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

to be sung by the following artist: \_\_\_\_\_

IT IS AGREED that MASTER PRODUCER will, in return for this assistance, pay ASSISTANT ten percent (10%) of any and all master-rental monies he receives as a result of phonograph records sold and paid for in the United States and Foreign countries; IT IS ALSO AGREED that in the event MASTER PRODUCER distributes records of the abovestated session as a record company, MASTER PRODUCER will pay ASSISTANT one-half cent (1/2¢) per record sold and paid for in the United States.

IT IS AGREED that payment will be made no later than fifteen (15) days after MASTER PRODUCER has received and cleared any and all checks consisting of said money or monies.

IN WITNESS WHEREOF we have entered this agreement as of the above date:

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

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

ASSISTANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

WITNESS TO BOTH SIGNATURES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

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\_\_\_\_.

\_\_\_\_\_

**PRODUCER / MANAGER CONTRACT  
LETTER OF AGREEMENT**

\_\_\_\_\_, 20\_\_\_\_

Dear \_\_\_\_\_,

This letter of agreement concerns your representing me as a talent and songwriter. For your services in promoting and representing me, I hereby agree to and guarantee the following:

I. If, as a result of your efforts, I enter into a contract for my services as a recording artist with a major recording concern, I hereby agree to pay you TEN PERCENT (10%) of any and all sales, production, or royalty advances.

a. A major recording concern is herein defined as a company that has gross sales in excess of one million (1,000,000) recordings annually.

b. You will receive an additional payment of fifteen thousand dollars (\$15,000) if any album released under this agreement is certified Gold by the R.I.A.A. (Recording Industry Association of America).

c. You will receive an additional payment of twenty thousand dollars(\$20,000) above the previously mentioned payment if any album released under this agreement is certified Platinum by the R.I.A.A.

II. If, as a result of your efforts, I enter into a contract with a major management or booking concern, I agree to pay you one and one half percent (1.5%) of the gross income earned in the first two years of said agreement.

a. A major management or booking concern is herein defined as a business which generates gross sales in excess of one million dollars (\$1,000,000) annually.

III. If, as a result of your efforts, a major recording artist or company releases to the general public, one of my songs, I agree to assign FIFTY PERCENT (50%) of all publishing and copyrights to either \_\_\_\_\_ASCAP. or \_\_\_\_\_BMI. I will retain all artist and writer credits and royalties.

a. A major recording artist is herein defined as an artist under contract to a recording concern which sells in excess of one million (1,000,000) units annually.

IV. If none of the conditions in sections I, II, and III, come into being by \_\_\_\_\_, 20\_\_\_\_, this agreement may be made void by my written notification to you of such intent. This agreement shall remain in effect until such notification.

I, hereby agree to and am bound by these terms. I set my name to this Letter the \_\_\_\_\_ day of \_\_\_\_\_,20\_\_\_\_.

\_\_\_\_\_  
ARTIST

## ROYALTY SPECIFICATION OF PRODUCER CONTRACT

This attachment to the Producer Agreement between \_\_\_\_\_ hereinafter referred to as Company, and \_\_\_\_\_ hereinafter referred to as Producer dated \_\_\_\_\_, 20\_\_\_\_, is to specify the payment of royalties to Producer by Company as follows:

1. Producer has received \_\_\_\_\_ dollars (\$) for his/her production of the \_\_\_\_\_ (number) Master Recordings of the Company's recording artist \_\_\_\_\_ titles of which are listed in the aforementioned Producer Agreement. This is deemed as a recoupable advance against any royalties earned from sales.

2. After the Company's recoupment of the above mentioned advance, the Producer will be paid royalties at the following rate:

(a) For long playing Compact Disk phonorecords and any and all other methods of mechanically reproducing the performances embodied in the Master Recordings that are produced on the Company's label, it's affiliate or subsidiary labels a payment of TWO AND TWO TENTHS CENTS (2.2) per copy thereof sold and paid for in the United States of America.

(b) For single releases which contain the Master Recordings produced by Producer a royalty of TWO AND THREE QUARTER CENTS (2.75) per side which embodies the Master Recordings produced by Producer.

(c) For any sales or license of the Master Recordings outside of the United States, a royalty of ONE HALF (1/2) of the United States royalty rate shall be payable on each copy that is sold and paid for and for which the Company has received payment in the United States. Royalty payments from such foreign sources shall be calculated at the rate of exchange at the time such foreign royalties are received by the Company in the United States.

3. Royalty statements and payments shall be made semi-annually and will be made within 45 days of December 31st and June 30th of each year for the six month prior accounting period.

4. Such royalty statements and payments to Producer shall be deemed to be final unless written notification by Producer to Company is made within one year specifying the reasons such statements and payments are unacceptable.

5. Upon such written notice by Producer to Company, the accounting books of the Company which involve the Producer's royalties shall be made available to a certified public accountant designated by Producer.

6. This Attachment is the sole basis for any and all payment of royalties by Company to Producer and supersedes and replaces any prior oral or written agreement between the Producer and the Company.

Signatures below confirms all parties agreement.

\_\_\_\_\_  
**Producer**

\_\_\_\_\_  
**Company**

MASTER PRODUCER - TALENT CONTRACT

City: \_\_\_\_\_

State: \_\_\_\_\_

Date: \_\_\_\_\_

1. This is an agreement between the undersigned MASTER PRODUCER and the undersigned TALENT.

2. Reference is made to the following phonograph record master:

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

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

3. The above master has been leased by MASTER PRODUCER to the following RECORD COMPANY:

\_\_\_\_\_

and the date of the master lease contract was: \_\_\_\_\_

4. In this master lease agreement RECORD COMPANY promised to make payments for the lease of the master identified in Paragraph 2 above.

5. MASTER PRODUCER promises to pay to TALENT the following percentage of the amount received by MASTER PRODUCER for the lease of the master identified in Paragraph 2 above.

6. MASTER PRODUCER promises to make the payments to TALENT as soon as the check from the RECORD COMPANY has cleared by RECORD COMPANY's bank.

7. MASTER PRODUCER hereby instructs his bookkeepers and accountants to make available for inspection and copying the MASTER PRODUCER - RECORD COMPANY contract and all statements rendered by the RECORD COMPANY to the MASTER PRODUCER concerning the master identified in Paragraph 2 above.

8. This agreement does not cover and is not intended to cover any agreement between the RECORD COMPANY and anyone else (including the MASTER PRODUCER) concerning song publishing and mechanical licenses. In the event "TALENT" is entitled to share in songwriting and/or publishing rights and/or royalties, a separate agreement will cover that aspect.

IN WITNESS WHEREOF we have entered into this written contract as of the date above written.

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

TALENT: \_\_\_\_\_

**PRODUCTION CONTRACT**

THIS AGREEMENT, made and entered into at Los Angeles, the \_\_\_\_\_ day of \_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Producer") and \_\_\_\_\_, (hereinafter referred to as "Artist"). FOR, AND IN CONSIDERATION OF, the premises and the mutual covenants contained herein, Producer and Artist do hereby agree as follows:

1. Artist hereby engages the services of Producer to produce for Artist \_\_\_\_\_ ( ) so-called "Master-demos" (hereinafter referred to as "Recordings"). Producer hereby agrees to produce said Recordings to the best of Producer's ability. The Recordings shall be produced during the month(s) of \_\_\_\_\_, 20\_\_\_\_, which production shall take place at \_\_\_\_\_ Recording Studios in \_\_\_\_\_ (unless otherwise agreed to by Producer and Artist) and the budget for the Recordings shall be (\$ \_\_\_\_\_) Dollars up to the point of producing a two-track master tape to Artist's reasonable satisfaction.

2. In consideration for Producer's services hereunder, Artist agrees to pay Producer the following:

- (a) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) per hour for each hour of services rendered by Producer hereunder; or,
- (b) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) per day for each day's services rendered by Producer hereunder; or,
- (c) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) per Recording produced by Producer hereunder; or,
- (d) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) for the entire project produced by Producer hereunder; plus,
- (e) If Producer's services includes engineering services as well, the additional sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars per hour, day, Recording or project.

3. In the event the Recordings are used as part of Artist's effort to obtain a recording agreement, and Artist obtains such an agreement with a record company, Artist will use Artist's best efforts to have Producer engaged as the producer of Artist's first recordings for said record company.

4. In the event Producer is engaged to produce Artist's first recordings for a record company, Producer shall be entitled to a pro-rata share of Artist's advance (based on Producer receiving a royalty of three (3%) percent of suggested retail selling price).

5. In the event Producer is not engaged to produce Artist's recordings for a record company, and one (1) or more of the Recordings (even though edited or re-mixed) is commercially released by a record company, Producer shall be entitled to a pro-rata share of producers' royalties from the sale of any such records embodying the Recordings (or any of them), based on the ratio that the number of Recordings bears to the total number of recordings embodied in the record. Producer shall also be entitled to receive applicable credit for the Recording(s) embodied in said record.

6. Producer and Artist acknowledge and agree that this agreement between them may not cover every situation and circumstance that may arise in the future concerning the Recordings. In such event, Producer and Artist agree to discuss and negotiate any such situation or circumstance in good faith, toward the goal of reaching a mutually satisfactory resolution thereof, consistent with the spirit and intent of this agreement. Producer and Artist agree to submit any dispute between them that cannot be resolved by good faith discussion and negotiation for binding arbitration to the American Arbitration Association, said arbitration to be conducted in all respects in accordance with the rules and regulations of said Association.

7. This is the entire agreement between Producer and Artist with respect to the subject matter hereof. All additions to, and amendments of, this agreement must be in writing and signed by both Producer and artist. This agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs and personal representatives of Producer and Artist. This agreement shall be construed in accordance with the laws of the State of California. IN WITNESS WHEREOF, Producer and Artist set their hands.

\_\_\_\_\_  
("Producer")

\_\_\_\_\_  
("Artist")

PRODUCTION CONTRACT

This Agreement, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter referred to a "Producer") and \_\_\_\_\_, (hereinafter referred to as "Artist").

FOR, AND IN CONSIDERATION OF, the premises and the mutual covenants contained herein, Producer and Artist do hereby agree as follows:

- 1. Artist hereby engages the services of Producer to produce for Artist (\_\_\_\_\_) so-called "master-demos" (hereinafter referred to as "Recordings"). Producer hereby agrees to produce said Recordings to the best of Producer's ability. The Recordings shall be produced during the month (s) of \_\_\_\_\_, 20\_\_\_\_. Production shall take place at \_\_\_\_\_ recording studio (s) in the city of \_\_\_\_\_, (unless otherwise agreed to by Producer and Artist). The budget for the Recordings shall be \_\_\_\_\_ ( \$ \_\_\_\_\_ ) Dollars up to the point of Producing a two-track master tape to Artist's reasonable satisfaction.
- 2. In consideration for Producer's services hereunder, Artist agrees to pay Producer the following:
  - (a) \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) per hour for each hour of services rendered by Producer hereunder; or,
  - (b) \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) per day for each day's services rendered by Producer here under; or,
  - (c) \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) per Recording produced by Producer hereunder; or,
  - (d) \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) for the entire project produced by Producer hereunder; plus,
  - (e) If Producer's services include engineering services as well, the additional sum of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) Dollars per \_\_\_\_\_.
- 3. The Recordings shall remain the property of Producer until all monies due Producer by Artist are received by Producer.
- 4. Artist and or Producer may at anytime terminate production of Recordings.
- 5. In the event Artist or Producer terminate production of Recordings, Artist must pay Producer all monies owed ofr any and all work performed by Producer in accordance with Paragraph 2a through of this agreement.
- 6. To be binding and in full effect, termination by either party must be in writing, signed, dated, notarized, and delivered by party seeking termination.
- 7. Termination of production of recording shall not in any way alter, amend, or eliminate any rights Artist or Producer have to royalties, publishing, applicable credit for recording, producing, engineering, song ownership, or any other rights, privileges or benefits allowed by state or federal law.
- 8. In the event the Recordings are used as part of Artist's effort to obtain a recording agreement, and Artist obtains such an agreement with a record company, Artist shall be obligated to engage Producer for the entire term of said contract with said record company.
- 9. In the event said record company or Artist wish to terminate production relationship with Producer, Artist must pay the sum of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) Dollars to terminate relationship.
- 10. In the event Producer is engaged to produce Artist's recordings for a record company, Producer shall be entitled to a pro-rata share of Artist's advance (based on Producer receiving a royalty of ( \_\_\_\_\_ %) percent of suggested retail selling price) and a production fee of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) Dollars.
- 11. In the event Producer is not engaged to produce Artist's recordings for a record company, and one (1) or more of the Recordings (even though re-mixed or edited) is commercially released by record company, Producer shall be entitled to a pro-rata share of producer's royalties from the sale of any such records embodying the Recordings (or any of them), based on the ratio that the number of Recordings bears to the total number of recordings embodied in said record.

12. Producer and Artist acknowledge and agree that this agreement between them may not cover every situation and circumstance that may arise in the future concerning the Recordings. In such an event, Producer and Artist agree to discuss and negotiate any such situation or circumstance in good faith, toward the goal of reaching a mutually satisfactory resolution thereof, consistent with the spirit and intent of this agreement. Producer and Artist agree to submit any dispute between them that cannot be resolved by good faith, discussion, and negotiation for binding arbitration to the American Arbitration Association, said arbitration to be conducted in all If any paragraph or clause of this agreement is found to be unenforceable, the remaining clauses or paragraphs shall be unaffected and shall remain in full force and effect.

14. This agreement shall be governed by the laws of the state of \_\_\_\_\_ regarding contracts executed and wholly to be performed within said state. The prevailing party to any dispute relating to the terms of this agreement shall be entitled to reasonable attorney's fee's and costs incurred.

15. This agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs and personal representatives of Producer and Artist.

16. This agreement replaces and supercedes any and all prior negotiations, understandings and agreements between the parties herto, with respect to subject matter hereof.

17. This agreement may not be altered without the expressed written consent of all parties involved.

The signatures below confirm all parties involved understand this Agreement in full and feel it is fair and just.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Producer

**CO-OPERATIVE PROMOTIONAL CONTRACT**

This Co-Op Promotional Agreement ("Agreement") is made and effective this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as the "Reseller") and \_\_\_\_\_ (hereinafter referred to as the "Vendor").

Vendor sells products under the trade name \_\_\_\_\_ (the "Product"). Reseller resells and/or promotes the sale of many goods.

Vendor and Reseller desire to arrange for Vendor to supply the following materials and pay to Reseller for Reseller's promotion of the Product as set forth herein.

**NOW, THEREFORE**, it is agreed:

**1. Product Promotion.** Reseller agrees to provide the following special promotion of the Product (the "Promotion"): [Promotional Activity]. Reseller will take all necessary steps to make sure that the Promotion is timely and completely carried out by doing one or more of the following, as appropriate: Personally delivering through messenger or other service to each of Reseller's selling locations or outlets the promotional material, informing local managers that Vendor's personnel will be present to provide additional training and or support, and the dates of the training and support; confirming with local managers that Reseller's obligations are being timely completed. If the Promotion involves placement of Vendor's advertising in a catalogue, tabloid or circular insert, Reseller shall insure that such advertisement or insertion, if any, is made exactly as specified in this Agreement.

**2. Materials.**

A. The following materials are provided by Vendor upon execution of this Agreement or will be provided shortly to enable Reseller to timely complete the Promotion: [Materials Provided by Vendor].

B. The following material is in the possession of Reseller and will be used by Reseller in performing the Promotion: [Materials Provided by Reseller].

**3. Term.** The Reseller will completely implement the Promotion not later than \_\_\_\_\_ and the promotion shall continue until \_\_\_\_\_.

**4. Principal Contacts and Notices.** The principal contact for each party for the purpose of discussing matters related to this Agreement is as follows:

If to Reseller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if to Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice given pursuant to this Agreement shall be in writing to the individuals identified above by overnight delivery service.

**5. Proof of Performance.** Reseller shall provide Vendor reasonable proof that the Promotion has been completed on a timely basis including, but not limited to the following evidence: [Reseller Proof].

**6. Fees & Charges.** In consideration of the performance of the Promotion as set forth herein, Vendor shall pay Reseller \$\_\_\_\_\_. Vendor shall pay the fee to Reseller not later than thirty (30) days following Reseller's delivery to Vendor of proof of performance as set forth in Section 5 above together with Reseller's invoice. Reseller is not entitled to deduct the amount of its fees for the Promotion from amounts to be paid to Vendor for Product purchases or any other charges. In the event of a good faith partial performance by the Reseller, Vendor shall pay Reseller a pro rata portion of the fees, but only if Reseller has substantially completed its obligations in this Agreement.

**7. Use of Marks.** Vendor hereby grants to Reseller a limited right and license to use Vendor's name, logo, and trademarks (the "Marks") associated with the Product to perform Reseller's obligations in this Agreement. Use of the Marks is subject to Vendor's prior approval. Reseller's license in the Marks shall terminate upon the conclusion of the Promotion.

**8. Complete Performance.** In the event that Reseller fails to supply adequate proof of performance, or if Reseller has not substantially completed the Promotion for the benefit of the Vendor as set forth in this Agreement, then Vendor shall not be obligated to pay any part of the fee to Reseller. In such event, Vendor may offer to Reseller its next available similar promotional opportunity which Reseller may accept or reject at its own discretion.

**9. No Waiver.** The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

**10. Governing Law.** This agreement shall be construed and enforced according to the laws of the state of \_\_\_\_\_.

**11. Headings.** The section headings used in this agreement are provided for the convenience for the parties only and shall not be used to construe the meanings or intent of any term.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the date the first written above.

\_\_\_\_\_  
Reseller  
Date: \_\_\_\_\_

\_\_\_\_\_  
Vendor  
Date: \_\_\_\_\_

RECORD CONTRACT BETWEEN PUBLISHER AND RECORD COMPANY

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Publisher") and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Company")

WITNESSETH:

WHEREAS, The Publisher warrants that it is the owner, or has the right to grant licenses under Section I-E of the Copyright Act of 1909 in connection with a certain musical composition entitled:

\_\_\_\_\_.

NOW, in consideration of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

1. The Publisher hereby gives the Company the non-exclusive right, privilege and authority to use said musical work, either words or music, or both, upon phonograph or talking machine records, to be manufactured and sold in the United States only.

2. The Company agrees to pay to the Publisher for every record manufactured and sold, serving to reproduce the said musical composition, a royalty of:

- \_\_\_\_\_¢ for all records listed to sell at a suggested retail price of not more than \_\_\_\_\_  
\_\_\_\_\_¢;
- \_\_\_\_\_¢ for all records listed to sell at a suggested retail price of more than \_\_\_\_\_¢ but not more  
than \_\_\_\_\_¢;
- \_\_\_\_\_¢ for all records listed to sell at a suggested retail price of more than \_\_\_\_\_¢ but not  
more than \_\_\_\_\_¢;
- \_\_\_\_\_¢ for all records listed to sell at a suggested retail price of more than \_\_\_\_\_¢.

3. The Company agrees to furnish to the Publisher statements quarter annually within thirty days after the ending of each calendar quarter year and said statements shall be accompanied by a check in payment of royalties due hereunder.

4. You need not serve or file the notices required by the Copyright Act.

5. It is further understood and agreed that this license is intended to cover and is limited to one recording of the above entitled musical composition recorded by \_\_\_\_\_

on record number \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

By \_\_\_\_\_

By: \_\_\_\_\_

## PUBLICITY CONTRACT

1. This Agreement shall be effective as of the date set forth herein.
2. This Agreement is entered into, guided by and governed by the laws of the State of \_\_\_\_\_. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.
3. The parties to this Agreement shall be:
  - (a) \_\_\_\_\_ (hereinafter referred to as the "Artist") and;
  - (b) \_\_\_\_\_ (hereinafter referred to as the "Publicist").
4. The parties have discussed the matter of how long this Agreement shall be in effect. They have discussed the advantages and disadvantages of a short-term, medium-term, and/or long-term Agreement. The parties agree that duration of this Agreement shall be \_\_\_\_\_ YEARS.
5. Publicist agrees to perform on behalf of Artist the services customarily rendered on behalf of artists. Publicist agrees to perform the following services when requested to do so by the Artist:
  - (a) Advise and counsel in any matters pertaining to publicity, public relations and advertising in all fields of entertainment.
  - (b) Advise and counsel in the selection of literary, artistic and musical material as far as publicity value is concerned.
  - (c) Advise and counsel with relation to the proper format for presentation of Artist's artistic talents and in the determination of proper style, mood, setting, business and characterization in keeping with the Artist's talents as far as publicity value is concerned.
  - (d) Advise and counsel and direct in the selection of the artist's talent to assist, accompany or embellish Artist's artistic presentation as far as publicity value is concerned.
  - (e) Advise and counsel with regard to general parties in the entertainment and amusements industries as far as publicity is concerned.
  - (f) Advise and counsel the selection of publicity programs.
  - (g) Unpaid Television and Radio interviews (unless forbidden by AFTRA), newspaper and magazine interviews and pictures shall be sought.
  - (h) Mail publicity releases to the trade press, fan magazines, newspaper columnists, and radio and television interview shows, etc.
  - (i) Co-operate with public relations personnel if Artist, his employer(s) and/or his management.

6. (a) Publicist hereby informs Artist that stories and items may contain incorrect information about the Artist; such information may result from Publicist being misinformed or because the publication in which the story or item appears made an intentional error and/or omission, or for other reasons. Publicist hereby informs Artist that Artist may suffer embarrassment and annoyance because of correct and incorrect publicity. Artist declares that he understands that he may suffer mental anguish and monetary loss because of publicity. Artist hereby authorizes Publicist to release any and all information about him.

(i) Artist agrees that Publicist does not need to clear copy with the Artist.

(ii) Publicist will keep a copy of all releases and articles the Publicist can amass in a file at Publicist's office which the Artist can make use of.

(b) Artist promises to supply Publicist with many different pictures and copies of resumes at Artist's cost. Pictures shall be 8" x 10". Publicist hereby notifies Artist that Publicist will be handicapped in his work if he does not receive pictures and resumes in the quantity requested.

**7. ARTIST HEREBY AUTHORIZES AND APPOINTS PUBLICIST AS HIS AGENT AND ATTORNEY-IN-FACT TO:**

(a) Approve and permit all publicity, public relations, endorsements, etc.

(b) Approve and permit the use of Artist's name, photograph, likeness, voice, sound effects, caricatures, literary, artistic and musical material for the purposes of advertising and publicity and in the promotion and advertising of any and all products, services, etc.

8. Artist agrees to at all times to devote himself to his career, to do all things necessary and desirable to promote his career and earnings therefrom. Artist agrees to at all times engage proper theatrical agencies to obtain engagements and employment for him.

9. Artist and Publicist agree that Publicist is not an employment agent, theatrical agent, or licensed artist's manager or personal manager. The parties agree that Publicist is not obligated to attempt to secure employment or engagements for Artist. The parties agree that Publicist has not promised to procure employment or engagements for Artist.

10. This Agreement shall not be construed to create a partnership or joint venture between Artist and Publicist. It is an Agreement between independent contractors. Artist desires to benefit from that which the Publicist can do. Artist desires to compensate Publicist. Artist does not desire to obligate himself to pay Publicist large amounts of dollars per hour, day, week, month, year, or any other period. Artist does desire a relationship to exist between the compensation to Publicist and Artist's ability to pay. Artist understands the difficulties in finding a 100% accurate manner in measuring the value of Publicist's services. Occasionally in the business an Artist pays to a person performing the services Publicist shall perform on behalf of Artist, a percentage of the income of the Artist. Both parties understand that Artist may have the benefit of receiving work from Publicist, which will far exceed the amount of money that Publicist will receive. Both parties understand that in the event Artist's income shall be in the thousands, or tens of thousands or hundreds of thousands of dollars per month, year or other time period, Publicist's income from Artist will exceed the amount Artist would have to pay to salaried Contractors if Artist at that time would employ salaried Contractors to perform Publicist's functions.

11. The parties understand that Publicist's position is that of an independent contractor. Publicist may appoint or engage other persons, firms or corporations to perform any and all services (both routine and non-routine) that this Agreement states Publicist shall perform. Publicist's services are not exclusive - Publicist is now and shall continue to perform somewhat similar services for other artists; also Publicist is now interested in several businesses and Publicist shall continue to devote time to those businesses and to new businesses.

12. The parties understand that there may be times when Artist may be unhappy with Publicist, or Publicist may be unhappy with Artist, or both may be unhappy with each other. The parties realize that there may be times when Artist will desire that Publicist perform certain work and that Publicist will not perform the desired work or may not even commence to perform the desired work. There may be times when Publicist will desire that Artist will perform certain work which Artist believes will aid Artist's career, such as appearing at interviews, speaking engagements, photographic sessions and the like.

**THEREFORE**, the parties agree, that Publicist shall be required to perform and render reasonable services as and when reasonably requested by Artist. It is agreed that Publicist shall not be deemed in default hereunder unless and until Artist shall first deliver to Publicist by written notice, registered mail describing the exact nature of the service which Artist requires of Publicist and then only in the event that Publicist shall therefore fail for a period of fifteen (15) consecutive days to commence the rendition for the particular service required.

The parties agree that Artist shall not be in default hereunder unless and until Publicist has notified Artist by written, registered mail about the work that Publicist considers Artist is duty-bound to perform in accordance with the provisions of this Agreement entered into by Publicist under the authority of this Agreement.

13. (a) Publicist shall be reimbursed for expenses if, and only if, Publicist gives to Artist receipts for such expenses within two (2) weeks after incurring or paying them, whichever is later.

(b) Publicist shall not be required to travel or to meet Artist at any particular place. The parties agree that under the terms of this Agreement they may agree at a future time that Publicist may travel and that arrangements will then be made for costs and expenses of such travel. These arrangements may be to the effect that Artist will pay for any or all of Publicist's travel expenses. Unless otherwise agreed to in the future, Artist shall pay Publicist's travel expenses incurred but Publicist will have Artist grant his permission and approval of such expenses in advance of incurring them.

14. As a partial fee for Publicist's services, Artist agrees to pay Publicist, as and when received by Artist, and during the term hereof, a sum equal to \_\_\_\_\_ per (week/month) \_\_\_\_\_.

15. In the event Publicist has not received payment from Artist for services rendered hereunder for two billing periods (one month), Publicist shall have the option and right to cease and desist from working in the client's behalf and to take action against him for nonpayment.

16. This Agreement constitutes the sole and complete agreement between the Parties hereto, superseding and invalidating all previous agreements, both written and oral.

17. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.

18. Artist and Publicist each warrant to the other that each is able to enter into and abide by the terms of this agreement, that there are no existing agreements which would interfere with the pursuit of each of the tasks each agrees to perform.

**THE PARTIES HEREBY** agree to and will abide by the terms of this Agreement by so setting their names below.

\_\_\_\_\_  
**ARTIST**

\_\_\_\_\_  
**PUBLICIST**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

PUBLISHER - ROYALTY SHARING CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in the City of: \_\_\_\_\_ in the State of: \_\_\_\_\_ by and between  
the undersigned First Party and the undersigned Second Party.

FIRST PARTY AND SECOND PARTY AGREE as follows concerning a musical composition entitled:

\_\_\_\_\_ ,  
written by: \_\_\_\_\_

For good and valuable consideration by each of the parties hereto given to the other, receipt of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter contained, IT IS AGREED AS FOLLOWS:

1. FIRST PARTY shall deduct from net publishing receipts for the following expenses to the extent that said expenses were actually paid or incurred by FIRST PARTY: Songwriters royalties, Copyright Office registration fees, lead sheets, accounting, printing and any and all miscellaneous, normal reserves and expenses incurred in behalf of said composition; FIRST PARTY shall pay to SECOND PARTY 50% of: Net publishing receipts less the deductions. Extraordinary expenses (for example, advertising, publicity, promotional expenses) will not be incurred by either party - or if incurred, will not be compensated for - without the written consent of the other approving the expenditure and agreeing to share therein. In the event extraordinary expenses were agreed on, but the expense had not been equally borne, FIRST PARTY shall make the required adjustments at the time of paying SECOND PARTY.
2. The copyright shall be registered in the name of FIRST PARTY.
3. Sheet music, and all printed material concerning the composition shall bear the name(s) of the copyright registrant(s).
4. Record labels shall bear the names of both parties.
5. B.M.I. or ASCAP song clearance and record clearance cards shall bear the names of both parties. The performance rights society shall pay one-half to each party.
6. Only FIRST PARTY shall issue licenses and sub-publication rights.
7. FIRST PARTY shall make royalty statements and payments to the composers.
8. FIRST PARTY shall render statements and make payments to SECOND PARTY semi-annually within 60 days after the last day of each January-June and July-December semi-annual period.
9. FIRST PARTY shall be free to make licensing and sub-publication agreements without consulting SECOND PARTY and upon whatever terms it wishes.

FIRST PARTY: \_\_\_\_\_ BY: \_\_\_\_\_  
Office

ADDRESS: \_\_\_\_\_

Telephone \_\_\_\_\_

SECOND PARTY: \_\_\_\_\_ BY: \_\_\_\_\_  
Office

ADDRESS: \_\_\_\_\_

Telephone \_\_\_\_\_

**PUBLISHER - ROYALTY SHARING CONTRACT**

**AGREEMENT** made and entered into this herein below date, by and between \_\_\_\_\_ (hereinafter referred to as the "Publisher") and \_\_\_\_\_ (hereinafter referred to as "Assignee").

The Publisher and Assignee agrees as follows concerning the musical composition now entitled:

written by \_\_\_\_\_

For good and valuable consideration by each of the parties hereto given to the other, receipt of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter contained, **IT IS AGREED AS FOLLOWS:**

1. Publisher shall deduct from gross publishing receipts (monies received) for the following expenses to the extent that said expenses were actually paid or incurred by the Publisher including, but not limited to, songwriter's royalties and advances, registration fees, demonstration tapes, lead sheets, arrangements, and all other miscellaneous, fees and expenses incurred in behalf of said composition; Publisher shall pay to Assignee FIFTY (50%) of:

(a) Net publishing receipts less the deductions.

(b) Extraordinary expenses (for example, advertising publicity, promotional expenses) shall not be incurred, or if incurred, not compensated or reimbursed for without the written consent of the other approving the expenditure and agreeing to share therein.

(c) In the event of extraordinary expenses were agreed upon, but the expenses not equally borne, Publisher shall make the required adjustments at the time of paying Assignee.

2. The copyright shall be registered in the name of the Publisher.

3. Sheet music and all printed material concerning the composition shall bear the name(s) of the copyright registrant(s).

4. Record labels shall bear the names of both parties.

5. B.M.I. or A.S.C.A.P. song clearance and record clearance cards and forms shall bear the name(s) of the copyright registrant(s). The performing rights society shall pay one-half to each party.

6. Only the Publisher shall issue licenses and sub-publication rights.

7. Publisher shall make royalty statements and payments to the composer(s).

8. Publisher shall render statements and make payments to Assignee semi-annually within SIXTY (60) days after the last day of each January through June and July through December semi-annual period.

9. Publisher shall be free to make licensing and sub-publication agreements without consulting Assignee and upon whatever terms it deems wise or wishes.

**IN WITNESS WHEREOF**, we hereunto set our hands this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**PUBLISHER**

\_\_\_\_\_  
**ASSIGNEE**

**PUBLISHING CONTRACT**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (hereinafter designated as "Publisher") and \_\_\_\_\_ (hereinafter individually, jointly, and/or (severally designated as "Writer(s)").

In consideration of the Agreement herein contained and out of the sum of ONE DOLLAR and other good and valuable considerations in hand paid by Publisher to the Writer(s), receipt of which is hereby acknowledged, the parties agree as follows:

1. The Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s), now entitled:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

including the title, words, and music, and all copyrights thereof, including but not limited to the copyright registration thereof No. \_\_\_\_\_, and all rights, claims and demands in any way relating thereto, and the Exclusive right to secure copyright therein throughout the world, and to have and to hold the said copyrights and all rights of whatsoever nature now and hereafter for and during the full terms of all of said copyrights. In consideration of the agreement of pay royalties herein contained and other good and valuable consideration in hand paid by Publisher to the Writer(s), receipt of which is hereby acknowledged, the Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all renewals and extensions of the copyrights of said composition to which the Writer(s) may be entitled hereafter and all registrations thereof, and all rights of any and all nature now and hereafter hereunder existing, for the full terms of all renewals and extensions of copyrights.

2. The Writer(s) hereby warrant and represent that said composition is his/her (their) sole, exclusive and original work, of which the title, music and lyric was written and composed by him/her (them), that said composition is new and original and does not infringe any other copyrighted works, the he/she (they) has the full right and power to enter into this Agreement, that said composition has not heretofore been published, that said composition is innocent and does not contain any matter which, if published or otherwise used, will be proprietary right at common law or any statutory copyright or penal law, and that he/she (they) will hold harmless and defend the Publisher against any suit, claim, demand, or recovery by reason of any violation of any of the representations, warranties of covenants right or copyright or any injurious matter in the said composition, actual or claimed and the Publisher is hereby granted the right, in event of any such claim or claims, to make such defense as may be advised by counsel and the costs and counsel fees therefore together with any damages sustained and amounts of any such settlements shall be charged to and paid for by the Writer(s).

3. In consideration of this Agreement, the Publisher agrees to pay the Writer(s) jointly, during the original and renewal terms of the copyright throughout the world as follows:

- (a) In respect of regular piano copies sold and paid for at wholesale in the United States and Canada, royalties of **FIVE (5) CENTS** per copy.
- (b) A royalty of **FIVE (5) CENTS** per copy of dance orchestrations sold and paid for in the United States and Canada.
- (c) A royalty of **FIFTY (50%) PERCENT** of all net earned sums received by the Publisher in respect to regular piano copies and/or orchestrations sold and paid for in any foreign country by a foreign publisher.
- (d) The sum of **ONE DOLLAR** as and when the composition is published in any folio or composite work or lyric magazine by the Publisher of licensees of the Publisher. Such publications may be made at the discretion of the Publisher.
- (e) As to "professional material" not sold or resold, no royalty shall be payable.
- (f) An amount equal to **FIFTY (50%)** percent of all net earned proceeds received and retained by the Publisher arising out of:
  - (i) the manufacture and sale of phonograph records and other parts of instruments serving to mechanically reproduce the composition
  - (ii) the synchronization of the composition with motion pictures, and
  - (iii) the recording of the composition on electrical transcriptions; provided however that if the Publisher administers the licenses for the aforementioned uses through an agent, trustee of another administrator who is not in the exclusive employ of the Publisher (i.e. Harry Fox as Trustee), the Publisher, in determining its receipts shall be entitled to deduct from gross licenses fees paid by the licensees a sum equal to the charges paid by the Publisher to said agent, trustee, or administrator, and said deduction in no event to exceed Ten (10%) percent of the license fees.
- (g) Except as herein expressly provided, no other royalties shall be paid in respect of the composition.

4. The Publisher agrees to render to the Writer(s), jointly, on or about February 15th and August 15th of each year, during which income is received by the Publisher in respect of said musical composition, covering the six months ending December 31st and June 30th of each such year respectively, royalty statements accompanied by remittances for all sums shown to be due thereunder. Any such statements shall be binding upon the Writer(s) after it has been rendered to the Writer(s) unless Writer(s) have objected to it in writing during the period of One (1) year after the date of each royalty statement by registered mail return receipt requested.

5. It is understood and agreed by and between all of the parties hereto that all royalties payable hereunder to the writer(s) jointly shall be divided and paid among them respectively as follows:

NAME	SHARE	% PERCENT
_____		
_____		
_____		
_____		
_____		
_____		
_____		

6. Anything to the contrary notwithstanding, nothing in this Agreement contained shall obligate the Publisher to print copies of said composition or shall prevent the Publisher from authorizing publishers, agents, and representatives in countries inside and outside of the United States from exercising exclusive publication and all other rights in said foreign countries in said compensation of the on the customary royalty basis, it being understood that the percentage of the Writer(s) on monies received from foreign sources shall be computed on the Publishers net receipts; and nothing in this Agreement shall prevent the Publisher from authorizing publishers in the United States from exercising exclusive publication rights and other rights in the United States in said composition, provided the Publisher shall pay Writer(s) the royalties herein stipulated.

7. The Writer(s) hereby consent to such changes, adaptations, dramatizations, editing and arrangements of said composition, and the setting of words to the music and of music to the words, and the change of title as Publisher deems desirable. The Writer(s) hereby waive any and all claims which they have or may have against the Publisher and/or its associated, affiliated and subsidiary corporations by reason of the fact that the title of said composition may be the same or similar to that of any musical composition or compositions hereto or hereafter acquired by the Publisher and/or its associated, affiliated and subsidiary corporations.

8. The Writer(s) individually and jointly consent to the use of their respective names, likenesses and biographical material and the title of said musical composition in connection with the titles and contents of folios of Musical compositions containing said composition with other musical compositions and in connection with publicity and advertising concerning the Publisher, its successors, assigns or licensees. Writer(s) agree that the use of said names, likenesses, biographical and the title may commence prior to publication and may continue so long as the Publisher shall own and/or exercise rights in said composition.

9. Written demands and notices other than that royalty statements provided herein shall be sent by registered mail.

10. Any legal action brought by Publisher against any alleged infringer of said composition shall be initiated and prosecuted at the Publishers sole expense, and of any recovery made by it as a result thereof, after deduction for the expense of litigation, a sum equal to Fifty (50%) shall be paid to the Writer(s).

(a) If a claim is presented against the Publisher in respect of said composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer(s), containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any monies coming due the Writer(s) in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it, in it's sole discretion, may determine. In the event of any recovery against the Publisher, either by way of judgement or settlement, all of the costs, charges, imbursements, attorney fees and the amount of the judgement or settlement. may be deducted by the Publisher from any and all royalties or other payments therefore and thereafter payable to the Writer(s) by the Publisher or by its associated, affiliated or subsidiary corporation.

(b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said composition any and all payments thereafter coming due the Writer(s) shall be held by the Publisher in trust until the suit has been adjudicated or settled, then be disbursed accordingly, unless Writer(s) shall elect to file an acceptable bond in the sum of payments in which event sums due shall be paid Writer(s);

11. "Writer(s)" as used herein shall be deemed to include all authors and composers signing this agreement.

12. The Writer(s) each for him or herself, hereby irrevocably constitute and appoint the Publisher or any of its officers, directors, or general manager, his (their) attorney and representative, in the names(s) of the Writer(s), or any of them, or in the name of the Publisher, his successors and assigns, to make, sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights herein referred to.

13. The Publisher shall have the right to sell, assign, transfer, license or otherwise dispose of any and all its rights in whole or part under this Agreement to any person, firm, or corporation, but said disposition shall not effect the right of Writer(s) to the royalties herein set forth.

14. This agreement shall be construed only under the laws of the State of \_\_\_\_\_. If any part of this agreement shall be held invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.

15. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successor's interest, legal representatives and assigns, and represents the entire understanding between the parties.

**IN WITNESS WHEREOF**, the parties have hereunder set their names the day and year first above written.

Date: \_\_\_\_\_

BY: \_\_\_\_\_ By: \_\_\_\_\_  
**WRITER** **PUBLISHER**

## RECORD COMPANY CONTRACT

This **RECORD COMPANY** hereinafter referred to as the "Agreement") executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_(Artist) (hereinafter referred to as the "Artist") and \_\_\_\_\_(Company) (hereinafter referred to as the "Company"):

### IT IS HEREBY UNDERSTOOD

- a. Company is an organization, which specializes in the management, recording, recording distribution and representation of musical artists;
- b. Company is familiar with the musical abilities of Artist and has the expertise, ability, industry contacts and resources to assist Artist in the furtherance of his/her career.
- c. Artist performs under the name "(Artist's Stage Name)";
- d. Company and Artist wish to enter into this Agreement to provide for the production and distribution of the Recording.

### IT IS, THEREFORE, AGREED AS FOLLOWS:

**A. TERM.** The effectiveness of this Agreement shall commence with its execution by all of the parties, and shall continue thereafter for a period of \_\_\_\_\_ (#) years.

**B. PRODUCTION OF RECORDING.** The Recording shall be produced in the following manner:

- 1. PRODUCTION.** Company agrees to produce one master recording consisting of songs written and performed by Artist (hereinafter referred to as the "Songs". The resulting recording (hereinafter referred to as the "Recording") shall include music of not less than forty (40) minutes in playing duration, and shall be of a quality which is equal to master recordings normally produced for commercial distribution.
- 2. CONTRIBUTION BY ARTIST.** Artist agrees to full cooperate with the Company, in good faith, in the production of the Recording; to contribute to such production the music and lyrics embodied in the Songs; to arrange, direct and perform the Songs in such a manner as to facilitate the production of the Recording; and to otherwise strictly observe the remaining duties and obligations of this Agreement.
- 3. COSTS.** Company shall be responsible for all costs incurred in the production of the Recording, including the prepayment of all travel, hotel and meal costs incurred by Artist in attending the recording sessions referenced in Section B.5 herein. Company may recover such receipted expenses pursuant to the production of master recordings or the advancement of the Artist's career. Company's production, promotion, manufacturing and all other bonafide expenses relating to Artist are deemed recoupable from gross income.
- 4. ARTISTIC CONTROL.** Company and Artist shall be jointly responsible for all decisions regarding the artistic content of the Recording.
- 5. DATES AND LOCATION OF RECORDING SESSIONS.** The recording sessions necessary to produce the Recording shall occur at studios and facilities chosen by Company in \_\_\_\_\_(city) \_\_\_\_\_(State), commencing on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

**6. ADDITIONAL MUSICIANS.** Company shall provide and compensate sufficient and competent musicians to properly perform the Songs, as arranged and directed by Artist and Producer. Company may recover such costs pursuant to Section B3. herein.

**7. TITLE.** The title of the Recording shall be chosen by agreement between the Company and the Artist.

**8. COMPLETION AND RELEASE.** The Recording shall be completed and prepared for release and distribution on or before \_\_\_\_\_, 20\_\_\_\_. Company and Artist acknowledge that time is of the essence in the completion of the Recording, and each agree to exercise all reasonable means to achieve such completion.

**9. ASSIGNMENT OF EXCLUSIVE RIGHTS BY ARTIST.** Upon the timely occurrence and performance of all material events and obligations required to produce the Recording, Artist shall assign to the Company all of his/her rights, title, and interest in and to the following property, for distribution and commercial exploitation in the United States and Canada:

- a. The Songs,
- b. Artist's performance of the Songs contained in the Recording,
- c. The title of the Recording.

**10. LICENSE FOR USE OF NAME AND IMAGE.** Upon the timely occurrence and performance of all material events and obligations required to produce the Recording, Artist shall grant to the Company the exclusive license to use the name " \_\_\_\_\_(Artist)\_\_\_", and the Artist's photographic image, in the promotion and distribution of the Recording.

**11. FORM OF ASSIGNMENT AND LICENSE DOCUMENTS.** The form of documents to be executed by Artist, pursuant to Section C. and D. herein shall be identical to the "Assignments" and "License" respectively attached hereto as Exhibits "C" and "D", and incorporated herein by this reference.

**12. COPYRIGHT.** Upon Artist's assignment of the Songs pursuant to Section C. herein, Company shall proceed to obtain and secure a copyright for each of the said Songs. Each such copyright shall be the sole property of the Company.

**13. DISTRIBUTION.** Commencing with the completion of the Recording and continuing for the term of this Agreement, Company will diligently use its best efforts to secure distribution of the Recording throughout the world, through one or more major distribution companies (including record companies, film companies, or any other company). Any such contract entered into between Company and any such record distribution company shall be subject to the terms of this Agreement.

**14. ROYALTIES.** In accordance with the rights granted by Artist to Company herein, Company intends to contract with a record distribution company for distribution of the Recording. Company will be entitled to receive royalties or licensing fees (herein collectively referred to as the "Royalties") as a result of such contract. Royalties shall include any compensation received by Company, or promised to Company, which directly or indirectly results from the use, exploitation or existence of the Recording, or any reproduction applied to satisfy costs incurred and paid by Company pursuant to Sections B.3, and B.6, herein. In the event that Royalties are insufficient to complete such reimbursement, Artist shall not be liable for such costs. The remainder of such Royalties, if any, shall be allocated and distributed between Company and Artist, in the following proportion:

____ (	%)	<b>Percent to Company</b>
____ (	%)	<b>Percent to Artist</b>

Royalties due Artist hereunder shall be delivered by Company to Artist within fifteen working days from the Company's receipt thereof.

**15. B.M.I. MEMBERSHIP.** Within a reasonable time after the execution of this Agreement, Artist shall apply for registration and membership with Broadcast Music Inc. (BMI), a music licensing organization. Company shall be responsible for any cost or expense associated with such application or with the Artist's membership in BMI during the term of this Agreement and the Distribution Period. Company may recover such costs pursuant to Section B#. herein.

**16. NON-CIRCUMVENTION.** Artist shall not detrimentally interfere with the efforts of Company to distribute the Recording through one or more distribution companies or enter into any contract inconsistent with the rights of distribution assigned to Company hereunder. Artist shall not contact any such potential distribution company except through the offices of the Company.

**17. ADDITIONAL PERSONAL SERVICES.** For the term of this Agreement, Artist agrees to appear at one or more performances to promote the distribution of the Recording. Company shall schedule and arrange such performances, but Artist shall have the right of prior approval of the location, date and time of each such performance. The total number of performances during the term of this Agreement shall not exceed \_\_\_\_\_. Company shall be responsible for travel, hotel and meal costs incurred by Artist in attending each such performance, Artist shall be paid one-half (1/2) of the net revenues received by Company for such performances. Such compensation shall be received by Artist within fifteen (15) days from Company's receipt thereof. Company may recover such costs (including travel costs and compensation paid to Artist) pursuant to Section B3. herein.

**18. OPTION TO PURCHASE.** At any time during the term of this Agreement or thereafter, at Artist's option, Artist may purchase all rights assigned and/or granted to Company hereunder or resulting to Company herefrom (including rights of copyright to any and all of the Songs) for the total sum of:

- a. \_\_\_\_\_, plus;
- b. Any receipted costs expended by Company hereunder, but reimbursed, as of the date of exercise of such option to purchase, plus;
- c. \_\_\_\_\_ Percent ( \_\_\_\_\_ %) of the gross revenues generated thereafter from the Recording.

Exercise of the option shall be accomplished by the delivery of such amount, in cash or certified funds, to Company or its express designee. In the event of such exercise, Company shall promptly execute all documents reasonably necessary to effectuate such transaction. If and upon the exercise of such option, the obligations undertaken by the parties herein shall be exercised.

**19. ASSIGNMENT BY COMPANY.** Prior to completion of the Recording, the rights and obligations of the Company existing hereunder are personal and unique, and shall not be assigned without the prior written consent of Artist. Subsequent to the completion of the Recording, Company may assign its rights and obligations existing hereunder without the consent of Artist.

**20. ASSIGNMENT BY ARTIST.** The rights and obligations of Artist existing hereunder are personal and unique, and shall not be assigned without prior written consent of Company,

**21. CONDITION SUBSEQUENT.** If Company does not enter into a binding contract for the distribution of the Recording during the Distribution Period, the assignment and license from Artist to Company granted pursuant to Sections C. and D. hereunder shall be deemed rescinded by the agreement of the parties.

**22. RIGHT OF INSPECTION.** At any time during the term of this Agreement upon prior written notice to Company of at least seven (7) days, Artist or his/her designated representative shall be permitted unrestricted access to the books and records of Company which in any way pertain to Artist, for inspection and photocopying by Artist or Artist's designated representative. Such books and records shall include, but shall not be limited to, any documents or records which evidence the receipt or disbursements of Royalties. Company shall maintain such books and records at its principal office.

**23. MISCELLANEOUS.**

**a) BINDING EFFECT.** This Agreement shall be binding upon the successors and assigns of the parties.

**b) ARBITRATION.** In the event of a dispute between Company and Artist regarding the terms, construction or performance of this Agreement, such dispute shall be settled by binding arbitration in \_\_\_\_\_(city, state)\_\_\_\_\_, according to the rules of the American Arbitration Association for the settlement of commercial disputes, then in effect. The award or decision resulting therefrom shall be subject to immediate enforcement in a \_\_\_\_\_(state) court of competent jurisdiction.

**c) JURISDICTION/APPLICABLE LAW.** Company and Artist hereby submit to the jurisdiction of the courts of \_\_\_\_\_(state) for the enforcement of this Agreement or any arbitration award or decision arising herefrom. This Agreement shall be enforced or construed according to the laws of the State of \_\_\_\_\_.

**d) ATTORNEY'S FEES.** In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.

**e) COVENANT OF GOOD FAITH AND FAIR DEALING.** Company and Artist agree to perform their obligations under this Agreement, in all respects, in good faith.

**f) INDEPENDENT CONTRACTOR.** In the performance of his/her obligations of this Agreement, Artist shall be deemed an independent contractor.

**g) INCORPORATION OF RECITALS.** The recitals contained at the beginning of this Agreement are incorporated herein by this reference

**24. NOTICES.** Any notices or delivery required herein shall be deemed completed when hand-delivered, delivered by agent, or placed in the U.S. Mail, postage prepaid, to the parties at the addresses listed herein.

**THE PARTIES AGREE** to the terms and obligations and so execute on the day and date first above mentioned.

\_\_\_\_\_  
**Artist**

\_\_\_\_\_  
**Company**

ARTIST - RECORDING COMPANY CONTRACT

ATTACHMENT S - NON-EXCLUSIVE SONGWRITING CONTRACT.

1. **SONGS.** Each ARTIST agrees to write employee-for-hire songs to be recorded by RECORDING COMPANY.
2. **SONGS RECORDED BY RECORDING COMPANY.** Each song written by one or more of the ARTISTS which (a) RECORDING COMPANY states in writing it will record and actually does record with in 30 days after making the statement, or which (b) RECORDING COMPANY does record without having previous made such written statement, shall be deemed by the parties concerned (the songwriter(s) of the specific song(s) and RECORDING COMPANY) to have been written by the songwriter(s) as employees-for-hire for RECORDING COMPANY.
3. **LIMITED EXCLUSIVE & NON-EXCLUSIVE PROVISIONS.** This agreement concerns only songs described in (a) and (b) of Paragraph 2, above. Other songs and the rights thereto may be dealt with by their respective songwriter(s) as such songwriter(s) may desire. Song writer(s) may, but need not, assign copyright and other rights in such other songs to RECORDING COMPANY'S publishing companies.
4. **GROSS RECEIPTS. RECORDING COMPANY** shall pay to the respective songwriter(s) of each respective song fifty (50%) percent of gross receipts received by RECORDING COMPANY due to each respective song - this will be called the "songwriter's half." If more than one songwriter have written a song, then the "songwriter's half" shall be shared equally by all the songwriters of that song.
5. **PERFORMANCE RIGHTS SOCIETY.** Each songwriter is hereby authorized to assign to either ASCAP or BMI, whichever he may from time to time belong to, those rights which are assigned to the respective performance rights society under the usual contract in use at the time each respective song is written. Each songwriter may collect and keep all monies which the respective performance rights society may pay to such songwriter from time to time. RECORDING COMPANY shall keep all monies which performance rights societies may from time to time pay RECORDING COMPANY (and the provisions of Paragraph 4 concerning paying the "songwriter's half" to the songwriter(s) shall not apply).
6. **ROYALTY STATEMENTS.** Royalty statements shall be rendered by RECORDING COMPANY concerning those songs for which "songwriter's half" amounts are payable to each songwriter to whom money is payable. Each statement shall show the name of the song and the amount per song, and the totals. If RECORDING COMPANY desires to report more information, it may do so. If a songwriter desires more information, he may audit the books and records of RECORDING COMPANY which pertain to each song written or co-written by the songwriter. Royalty statements shall cover January-June and July-December periods, and shall be rendered within 75 days after each respective half-year period. Royalty check shall accompany statements.
7. **FURTHER DOCUMENTS.** Concerning each song, the respective songwriter(s) and RECORDING COMPANY may, if both desires enter into a relationship other than this employee-for-hire relationship. The parties anticipate that this may be done after respective songwriters have passed their 21st birthday; however, no promise or representation that this will be done is intended or made. Each songwriter agrees to execute all documents to carry this agreement into effect, and to sign no documents with any publisher which will in any way interfere with this agreement. Specifically no other publisher shall be given any rights to any song covered by this agreement. In the event any songwriter signs any exclusive songwriter contract with anyone, the songwriter shall insist upon such contract honoring the provisions of this contract and giving precedence to the provisions of this contract.
8. **RECORDING COMPANY'S PUBLISHING FIRMS.** RECORDING COMPANY shall decide which song shall go into which of its publishing firms as long as the writer of the song belongs to no performance rights society. Thereafter, the song shall be placed in the publishing company which is affiliated to the performance rights society with which the songwriter is affiliated.

RECORDING COMPANY: \_\_\_\_\_

ARTISTS(S): \_\_\_\_\_

also referred to herein as songwriter(s)

## ARTIST(S)-RECORDING COMPANY CONTRACT

NAME(S) OF GROUP OR ARTISTS: \_\_\_\_\_

This agreement made and entered into on this hereinbelow date between the undersigned ARTIST and the undersigned COMPANY is as follows:

1. **EMPLOYMENT.** Company hereby engages and employs Artist's exclusive personal services and endeavors in connection with the production of sound recordings for an Original Period as shown in Exhibit A, commencing as of the below date: and Artist accepts the engagement and employment. Artist agrees to perform to the best of ability at rehearsals and at recording sessions conducted by Company at such times and places as Company directs to record the minimum number of selections provided in Exhibit A or more if requested by Company. Artist agrees to record and re-record each selection until a commercially satisfactory master results in Company's opinion.

2. **CONSIDERATION.** In full consideration of Artist's full performance of the terms, undertakings and provisions hereof, and for all rights granted by Artist to Company hereunder, and for all uses of such rights made or authorized by Company, Company will pay Artist the artist royalties at the specified rate applicable for performances recorded by Artist for Company in the respective 'recorded year'. Such royalties to be paid on selections recorded hereunder and sold by Company or labels leasing or buying Company's masters, whichever is applicable, throughout the world as finished CD/CASSETTEs, as stated in Exhibit A.

(a) **ADVANCE ROYALTIES** (if any) - and promotion costs (if any) incurred by Company in connection with the sale of CD/CASSETTEs for which Artist is entitled to receive a percentage royalty, shall be due to Company and deducted by Company from the royalties payable to Artist on all CD/CASSETTEs made by Artist for Company under this or other agreements.

(b) Company will render a statement to Artist, together with royalty remittance within sixty (60) days after January 1st and July 1st of each 'recording year', for the accrued royalties earned in the preceding January-June or July-December period, or portion thereof, as the case may be, less the amount of any unrecouped advances made by Company to or for Artist, less any bookkeeping credits due Company from Artist.

(c) Royalties on CD/CASSETTEs sold outside the United States will be computed in the national currency of the country elected, and will be payable only when monies have been received by Company in the United States at the dollar equivalent of the rate of exchange at the time Company receives payment.

3. **DEDUCTIONS FROM ROYALTIES.** Company will pay or get a label to pay all costs of recording (including cost of arranger, copyist, orchestration, conductor, musicians, background vocalists, a&r man, studio, tape, equalizing, editing, mastering, union and union associated pension and welfare funds, employer taxes based on salaries paid to the above designated personnel); and the following costs of production of album jackets: rough art, layout, fine art, photography, typography, color separation; and costs for promoting Artist's appearances on television shows; costs of a promotional man accompanying Artist on personal appearances; all said costs shall be charged against Artist's royalties. If Artist should fail to appear or be late in appearing at the time and place designated by Company, for recording hereunder, Artist agrees to pay to Company all costs, expenses and charges incurred or paid by Company by reason thereof. Any expenses which a label leasing or buying masters produced pursuant to this contract charges against royalties paid to Company may be charged by Company against Artist's royalties, if Company so desires.

4. EXCLUSIVE. Artist agrees to record exclusively for Company. Artist agrees that during the term hereof, including any periods of suspension, Artist will not perform for himself or for anyone else, firm or corporation other than Company, in connection with or for the purpose of making sound recordings. Artist agrees that Artist will not license or authorize any person, firm or corporation to use the name, likeness or any other identification of Artist in connection with any sound recordings made in violation hereof. The Company may, in its own name or in the name of the Artist, prevent any such use. Artist will not at any time make, distribute, sell, authorize or permit any person (i.e. firm, corporation), other than Company, to make, distribute, or sell CD/CASSETTE recordings (or devices for similar purposes) embodying any performance rendered by Artist during the term of this agreement. Artist will not, within five (5) years after the expiration or termination of the term hereof, make, perform, distribute, sell, or otherwise authorize or deal with CD/CASSETTE recordings (or devices for similar purposes) embodying any performances of any selection or composition recorded by Artist during the term of this agreement.

5. UNIQUENESS. Artist's performances hereunder, and the rights and privileges granted to Company by Artist hereunder, are of a special, unique, unusual, extraordinary, and intellectual character, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law and a breach by Artist of any of the provisions of this agreement will cause Company irreparable injury and damage. Artist expressly agrees that Company will be entitled to injunctive and other equitable relief to prevent a breach of this agreement or any portions thereof by Artist. Such relief shall be in addition to any other rights for damages or otherwise to prevent a breach of this agreement or any portion thereof by Artist and shall be applicable only to the making or the authorizing of the making of phonograph /CD/CASSETTE recordings. Company may at any time(s) guarantee in writing payments at the rate of \$6,000 or more per year for whatever lengths of time Company desires to.

6. EXTENSION. Should Artist, for any reason whatever, be unavailable or fail to make recording at such times as designated by the Company and mutually agreed to by Artist, as herein provided, the then current 'recording year', hereof, may be extended by Company for such period of time as shall elapse until Artist renders the required services for Company. Company shall have at least a ten-day (10) notice from Artist before Company is required to arrange for the Artist to make the recording for which Artist was unavailable or failed to make as aforesaid.

7. CHOICE. Selections to be recorded hereunder shall be chosen by Artist and Company. In the event Artist and Company cannot agree, Company shall have right to choose selection(s) it deems to be in best interest of Artist. Artist may submit material at all times.

8. INTERFERENCE. If the performance of Company's obligations under this agreement is delayed or becomes impossible or impracticable by reason of an act of God, fire, earthquake, labor strike disturbances, civil commotion, acts of government, government agencies or officers, any order, ruling or action of any labor union, or any association of artists, musicians, composers or employees, affecting Company or the industry in which it is engaged, or if Artist refuses to rehearse and record when reasonably requested by Company, Company may, upon notice to Artist, suspend its obligations under this agreement for the duration of such delay, impossibility or impracticability, as the case may be; a number of days equal to the total of all such days of suspension shall be added to the then current "recording year." However, Company, in any event, shall continue to make proper accounting and payment to Artist as provided in this agreement.

9. SURVIVAL OF RIGHTS, COMPANY'S RIGHTS, TITLES, INTEREST, OF PRIVILEGES (including, without limitation, those enumerated in paragraph 10) to, or in connection with any of the results of proceeds of Artist's services hereunder and any material supplied by Artist hereunder, shall outlive, continue after, and are not affected by the expiration or termination of this agreement.

10. ARTIST GRANTS. In consideration of the agreements undertaken by Company herein, Artist has given and granted, and does hereby give and grant to Company the following:

(a) Sole, exclusive, and perpetual right, directly or through authorized parties to manufacture, sell, lease, license or otherwise use or dispose of throughout the world or any part thereof, recordings, masters, tapes, etc., embodying the performances to be recorded hereunder, upon such terms and conditions as Company or authorized parties desire;

(b) Perpetual right to use, publish, and permit others to use and publish Artist's name, likeness, and biographical material for advertising and trade publicity purposes in connection with the sound record made hereunder. During the term of this agreement, Company may use or authorize the use of, as descriptive of the Artist, the phrase "COMPANY EXCLUSIVE ARTIST" or any similar designation;

(c) Sole, exclusive and perpetual ownership in, and all the rights, titles, and interests to the sound recordings made hereunder, including, but not limited to, the right to use and control all masters, matrices and records of other reproductions obtained from recordings made hereunder, and the performances embodied therein. The words, "sound records," "records," "phonograph records," and/or "CD/Cassettes," as used in this agreement mean any device now or hereafter known by which sound may be recorded for later transmission to listeners which is intended primarily for noncommercial usages as that phrase is understood in the phonograph record industry.

(d) Sole, exclusive, and perpetual right, if Company desires, to perform the records publicly, or to permit performances thereof by means of radio broadcasting, or otherwise; Sole, exclusive, and perpetual right to sell or authorize the sale of individual recordings or performances of Artist on singles and in albums, which may contain recordings of performances of other artists.

11. NOTICES. Should either party to this agreement desire to give notice to the other party hereto pursuant to the terms hereof, it is required that such notice be mailed by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below the signatures of the parties herein or at such address as each of the parties may designate in writing to the other from time to time. Statements or payments which Company may desire to give to Artist shall be acceptable if same are mailed by ordinary mail, postage prepaid, or by personal delivery. The date of mailing shall be deemed to be the date of such notices, statements, or payments.

12. ASSIGNMENT. Company may, at its election, assign this contract or any part thereof to any person, firm or corporation, provided that Artist's written consent is first obtained.

13. RESTRICTIONS. Artist represents and warrants that there are no agreements which prevent Artist from fulfilling all of the Artist's obligations hereunder, or which will impair the rights granted Company hereunder. Artist agrees that during the term of this agreement, Artist will not enter into any contract or commitment in violation of or inconsistent with the terms of this agreement or which may prevent or impair Company's full enjoyment of its rights to Artist's services, or of the right and privileges granted to Company by Artist hereunder. In the event Artist is restricted by previous contracts from performing certain songs, or is subject to other restrictions, Artist shall list them in an Exhibit F which Artist will attach to this agreement.

14. NEGOTIATIONS. This agreement is entire and all negotiations and understandings have been merged herein. Statements or representations which may have been made to Company by Artist or to Artist by Company, in the negotiation states of this contract may in some way be inconsistent with this final written contract. All such statements are hereby declared to be of no value only the written terms of this contract shall bind the parties. This contract may be modified or changed only by an instrument in writing executed by both Company and Artist.

15. OPTIONS. Artist hereby gives and grants Company the number of options designated in Exhibit A of this contract, each to renew this agreement for a period of one (1) year; said option periods to run consecutively beginning at the expiration of the original period, (or the preceding option period, as the case may be) upon all terms and conditions applicable to the original period. However, the changes in minimum selections and royalties shown in Exhibit A shall apply for each respective period. Each option shall be deemed automatically exercised by Company unless Company gives notice in writing to Artist that the option is not being exercised before the end of the then current recording year.

16. AFTRA. The following applies only if Artist is a member of AFTRA on the day of execution of this agreement. Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed to by all parties hereto:

(a) They are bound by all the terms and provisions of the AFTRA Code of Fair Practice for Phonograph Recordings.

(b) That should there be any inconsistency between this agreement and the said Code of Fair Practice, the said Code of Fair Practice shall prevail, but nothing in this provision shall affect terms, compensation and conditions provided in this agreement which are more favorable to members of AFTRA than the terms, compensation and conditions provided for in said Code of Fair Practice.

(c) If the term of this agreement is of longer duration than the term of the said Code, then from and after the expiration date of the Code:

(i) The provisions of this agreement shall be deemed modified to conform to any agreements or modifications negotiated or agreed to in a renewal or extension of the Code;

(ii) While no code is in effect, the existence of this agreement shall not prevent the Artist, if then a member of AFTRA, from engaging in any strike or work stoppage without penalty by way of damage or other wise to the Artist. In the event Artist engages in such strike or stoppage, Company may suspend this agreement for the duration of the strike or time equal to the length of such strike or stoppage, which option must be exercised by written notice given to the Artist within thirty (30) days after the end of the strike or stoppage.

17.(a) NON-EXCLUSIVE-Original Cast Albums. Artist may record for another manufacturer, during terms of this agreement, only in such cases where he performs as a part of an original cast album, or original sound tract, from stage show or screen. Any single record from a stage show album, or screen sound tract, by Artist, can be released by another manufacturer only if Company gives special permission.

(b) NON-EXCLUSIVE- Recording. Notwithstanding anything to the contrary elsewhere in this agreement, Company and Artist may at recording sessions for other manufacturers play musical instruments as member of a band and sing as member of a vocal group if and only if Artist does not at any time play or sing a solo part or a featured part as member of a duet or trio. However, Artist may not authorize use of his name in any way, or manner, including label credit and publicity, without written permission of Company.

18. The "BASIC RATE-SINGLES" applies where Artist is the sole featured artist on both sides of the single record sold in the United States.

(a) Where Artist is the featured artist on one of the two sides, Artist shall receive only fifty (50%) percent of the amount he would have received if he had been the featured artist on both sides.

(b) Where Artist and another artist are both listed as featured artists singing a song, Artist shall receive only fifty (50%) percent of the amount he would have received if he had been the sole featured artist singing the song.

19. The "BASIC RATE-CD/CASSETTES" applies where Artist is the sole featured artist on all songs and there are twelve (12) songs on the CD/CASSETTE and the CD/CASSETTES are sold in the United States.

(a) Where Artist is the sole featured artist on less than all songs, and another artist is the sole featured artist on the remaining songs, Artist shall receive 1/12 of the "BASIC RATE-CD/CASSETTES" for each song on which he is the sole featured Artist. The 1/12 applies where the CD/CASSETTE has twelve selections. If there are more or fewer than 12 selections, the denominator of the fraction shall be the number of selections on the CD/CASSETTE, and the numerator of the fraction shall be the number of songs on which Artist is the sole featured artist.

(b) Where Artist and another artist are both listed as featured artists singing a song, Artist shall receive only fifty (50%) percent of the amount he would have received if he had been the sole featured artist singing the song.

(c) Only in the event Artist is paid by so many cents per CD/CASSETTE, and not by percentages of retail price, does the following sentence constitute part of the contract:

Where the CD/CASSETTE contains less than twelve (12) songs, Artist shall be paid pro-rate. (For example, for an EP containing four (4) songs, Artist will be paid 4/12 of the CD/CASSETTE rate.)

## 20. VARIATIONS.

(a) Where CD/CASSETTES made from masters leased by Company are sold outside of the United States (50 States), Artist shall receive fifty (50%) percent of the amount he would have received if the record had been sold in the United States.

(b) Where CD/CASSETTES pressed for Company are sold outside of the United States (50 States) by Company, Artist shall receive fifty (50%) percent of the amount he would have received if the record had been sold in the United States.

(c) In the event Company sells records for scrap or at scrap prices (15¢ or less per single, 20¢ or less per EP, 50¢ or less per CD/CASSETTE) no royalties need be paid by Company to Artist on such records.

(d) On records which embody performances hereunder sold through so called "record clubs," so-called "mail order organizations," premiums or tie-ins, the royalty provisions of the respective selection(s) of this contract but no more than two and a half percent of the BASIC RATE. Company has the right to offer as give-away such of the records hereunder as "bonus" or "free" recordings as Company may desire.

(e) It is customary at this time for companies to send so-called "free" records to distributors, alone or together with "sold" records. Only so called "sold" records shall be counted as records "sold and paid for" on which royalties need be paid.

(f) In the event Company receives any monies from parties buying or leasing masters made hereunder, and no other provisions of this contract covers Artist's being entitled to a share of such monies, then the following shall apply: Artist shall be paid one-fourth of the amount received by Company.

(g) Artist consents to Company leasing or selling masters made pursuant to this contract, and agrees that Artist shall be paid by Company only on those records for which Company has been paid.

(h) Where the Company leases its masters to a record company, then the base on which royalty rates are paid shall be the base used by the record company which leases the masters, and shall not be the base mentioned in Exhibit "A."

21. "SOLD." Records shall be considered "sold" only when Company has been paid for them, less records returned to Company after they have been paid for.

22. SHARING. Notwithstanding anything to the contrary elsewhere in this contract, Company can: couple sides on singles with another artist; place songs on CD/CASSETTES and EPs with songs of other artists; require Artist to share featured billing and/or royalties as featured artist with another artist.

23. WAIVER. Failure to make timely payment to AFTRA scale shall not be such a breach as to permit Artist to terminate contract.

24. EXTRAS. Artist and Company agree that at such times as both desire, Company may hire Artist to sing at recording sessions featuring other artist(s).

(a) In the event Artist receives no billing on the completed record labels, Artist shall be paid only what is agreed upon at the session, and shall receive no royalties.

(b) In the event Artist receives billing in smaller size than that of featured artist on the record in such a manner as is given to supporting orchestras and supporting vocal groups who are supporting featured Artist, then Artist shall receive a royalty rate of one-half percent (1/2%) of ninety percent (90%) of (retail price less excise tax) on singles sold in the U.S. per selection where Artist is given such billing.

25. INTERPRETATION. In this contract, whenever the context requires to conform to the facts, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

26. AUDITS. It is further agreed and understood that Artist shall have the right to examine the books and records of Company, individually or by representative, insofar as such books and records concern Artist, at all reasonable times during normal business hours, for purposes of verifying the accuracy of any transaction or entry relating to this agreement.

EXHIBIT "A"

	<u>MINIMUM NO.</u>		<u>BASIC RATE *</u>
<u>27 RECORDING PERIODS</u>	<u>OF SELECTIONS</u>	<u>SINGLES</u>	<u>CD/CASSETTEs &amp; EPs</u>

Original One-Year Period:

1st Option Period :  
2nd Option Period :  
3rd Option Period :  
4th Option Period :  
5th Option Period :  
6th Option Period :

\*BASIC RATE. Percentage times 90% of Net Records sold and for which Company has been paid times (Retail price less any sales tax less any excise tax for singles; or 80% of retail price less any sales tax less any excise tax for CD/CASSETTEs and EPs).

28. NAME. Company may determine whether it wishes to release records sung by Artist under Artist's own legal name or professional name now used or which may be used in the future, or under a name(s) selected by Company. Company may release none or some CD/CASSETTEs under one name, and none or some CD/CASSETTEs under other name(s). Company may at its option authorize Artist to use such fictitious name(s) for limited periods of time for non-recording purposes. Artist agrees to not use any such fictitious name(s) except with the express permission of Company, and Artist agrees not to use such fictitious name(s) after termination of this agreement. Artist and Company agree that all fictitious names selected by Company shall belong exclusively to Company. Artist now has the following professional name(s): \_\_\_\_\_

29. ADVICE. Artist and Company each declares that EACH HAS HAD THE OPPORTUNITY BEFORE SIGNING THIS CONTRACT TO READ THIS CONTRACT CAREFULLY AND TO DISCUSS THE EXACT PROVISIONS OF THIS CONTRACT WITH ADVISORS WHO UNDERSTAND THE RECORD INDUSTRY GENERALLY, AND THIS TYPE OF RECORDING CONTRACT SPECIFICALLY.

30. DATE: This agreement is effective as of: \_\_\_\_\_

COMPANY: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Social Security No: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNER's Capacity:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Social Security No: \_\_\_\_\_

#### EXHIBIT "G" - FOR GROUPS

1. FORM CONTRACT. The form contract, including exhibits, if any, has been prepared for use primarily where the ARTIST is a single person.

2. PURPOSE. The purpose of this exhibit "G" is to set forth some provisions which are applicable in this instance because the ARTIST is composed of more than one person.

3. EACH PERSON BOUND. Each such person shall be bound by every provision of the entire contract, and shall hereinafter be referred to as MEMBER OF THE GROUP, or as MEMBER.

4. ROYALTY DIVIDING. The royalties payable to ARTIST are the total royalties to be paid by COMPANY. COMPANY shall pay each MEMBER the following share of total royalties:

a. If there are two (2) members of a group, each member gets 1/2 of the royalties.

b. If there are three (3) members of a group, each member gets 1/3 of the royalties.

c. If there are four (4) members of a group, each member gets 1/4 of the royalties, etc.

5. SHARES. COMPANY may at its discretion record less than all members of the group. Where such song(s) is released under the group name, then all members constituting the group on the day of the recording shall share in the royalties, whether or not all members took part in the recording session. However, where such song is not released under the group name, then such song shall not apply to be counted toward the "minimum number of selections" to be recorded by COMPANY during each recording period, and only such MEMBERS who took actual part at the recording session shall share in the royalties.

a. EXAMPLE. For example, a group consists of two members. COMPANY records only one on a song, but releases the song in the name of the group. Each MEMBER is entitled to one-half of the royalties.

b. EXAMPLE. For another example, a group consists of two members. COMPANY records only one on a song, and releases the song under a name other than a name already used by the group or under which the record company releases group songs. Then only the member who actually recorded the song is entitled to royalties payable by COMPANY, and his share is 100% of the royalties payable.

6. BACKGROUND. Where one or more members of the group are hired as background vocalists or musicians, and the record label gives supporting credit to another Artist, then no royalties shall be paid to such members.

7. DISPUTES. In the event of any royalty disputes whatsoever involving incoming, outgoing, current, former, future members of the group, COMPANY may at its discretion make or withhold royalty payments from the date COMPANY is notified of such dispute until the date COMPANY receives written notice signed by all concerned that the dispute has been settled. The royalties withheld shall be paid into a bank account set up by COMPANY in the City of \_\_\_\_\_, or shall be paid into Court, at the discretion of COMPANY.

8. MEMBERSHIP. Membership in the group may not be changed without prior COMPANY approval. COMPANY may withhold approval at its sole and arbitrary discretion, and hereby notifies all concerned that it will probably withhold approval unless artistically satisfied that the change will not change the group sound, and outgoing members have made agreements concerning royalties, and incoming members have made agreements concerning this contract, and such agreements are agreeable to COMPANY.

9. TERMINATION. In the event that membership in the group is changed without prior approval of COMPANY, COMPANY may attempt to make adjustments caused by the change, or COMPANY may terminate this agreement.

In the event COMPANY terminates this agreement, COMPANY may then sign one or more agreements with one or more members of the group or persons not members of the group at the time of termination. COMPANY may make agreements with some, and fail to make agreements with other persons constituting the group at the time of termination.

One of the purposes of this paragraph concerning termination of this agreement and the signing of another agreement (which may be identical to or different from this agreement) is to enable COMPANY and members concerned to continue working together without the fear of possible disputes concerning royalties.

10. CONTINUED ROYALTIES. Unless a later agreement provides to the contrary, if COMPANY approved the member's leaving the group, the member shall continue to receive his share of royalties on masters cut before the member ceased to belong to the group and on which he was entitled to receive royalties.

11. PRE-MEMBERSHIP MASTERS. Unless a later agreement provides to the contrary, a new member shall not be entitled to share royalties on songs cut before the member belonged to the group, even though the first record release of such song may have been after such new member joined the group.

12. DISPUTE. In the event there is a dispute as to when a record was cut, the decision of the record company shall be final. It is anticipated that disputes may arise in the event the song was cut at more than one session.

13. SHARES. The share of each member of the group shall be equal to the share of each other member on each specific record among the members of the group entitled to share royalties on the specific record. This shall be so even though the role of one (such as leader, or soloist, etc.) may have been far more important than the share of another member.

14. GROUP NAME. Each ARTIST hereby assigns any and all rights he may have in the group name to COMPANY. Each ARTIST agrees that he will not in any way use the group name after he is no longer with the group. Each ARTIST acknowledges that the fictitious name belongs to COMPANY.

READ AND AGREED TO AND SIGNED AT THE SAME TIME AND PLACE THAT EACH RESPECTIVE PARTY SIGNED THE OTHER PORTIONS OF THIS CONTRACT.

COMPANY:

BY: \_\_\_\_\_

ARTIST (S) \_\_\_\_\_

MEMBERS OF THE GROUP:

Names \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Addresses (City, State, & Zips) \_\_\_\_\_ Telephones \_\_\_\_\_ SSI#'s

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RECORDING CONTRACT**

\_\_\_\_\_. 20\_\_\_\_

Dear Artist:

This company hereby employs you as vocalist and song stylist for the purpose of making phonograph records. Your services are non-exclusive.

\_\_\_\_\_ record sides shall be recorded. Additional recordings shall be made only if we both wish to. The musical compositions and arrangements to be recorded shall be selected by you; and the manner of presentation shall be approved by you.

We will pay you in respect of recording made hereunder a royalty of \_\_\_\_\_ (\_\_\_\_\_% ) of the wholesale list price in the country of manufacture, on \_\_\_\_\_ (\_\_\_\_\_% ) percent of all records sold and paid for embodying performances hereunder on both sides thereof. However, that for records sold outside the United States, the royalty rate shall be one-half of the amount actually received by us. Royalties shall be paid to you when received by us, our affiliates, subsidiaries or associates or otherwise on our behalf. All royalties are payable to you when received by us in the United States and in the dollar equivalent at the rate of exchange at the time we receive payment. We agree to convert royalties from foreign countries without delay and if we are prohibited from so doing by local law, then and in such event, we shall so notify you in writing and comply with your directions to deposit monies due to your separate account in the respective foreign area(s) or territory(s).

Our payments for recording costs and for album photography, art, color separation, type setting, distribution and promotion shall be charged against your royalties when earned. We will render an accounting to you within SIXTY (60) days after the 30th of June and after December 31st of each year. You may audit our books during normal business provided you have given us notice ONE (1) week in advance.

You may terminate your obligation to record at will. Our obligation to pay royalties shall continue after your termination. You will not perform any musical compositions recorded hereunder for any other person, firm or corporation for the purpose of making phonograph records, within FIVE (5) years after the recording is made. The term "phonograph records", as used herein, shall be deemed to mean all methods of duplication of the performances embodied on the recordings including, but not limited to phonograph records, cassette tapes, digital audio tapes, compact discs and any other method of duplication now in existence or which may come into existence in the future. You acknowledge that your services are unique and extraordinary. Nothing contained herein shall be deemed to restrict your right to record other musical compositions.

All recordings and all reproductions made there from, together with the performances embodied therein, shall be entirely our property, free of any claims whatsoever by you or any person deriving any rights or interests from you. Without limitation of the foregoing, we shall have the right to make records or other reproductions of the performances embodied in the recordings, or we may, at our election, refrain therefrom.

In connection with recordings and reproductions made pursuant to this contract, we shall have the right to use and allow others to use the names, likenesses of you and biographical and publicity material concerning you for advertising purposes and for purposes of trade. Notwithstanding the foregoing, we shall have no right to utilize your name, likeness, or any other material, or authorize such use in any manner that would constitute a direct or implied endorsement of any products or any kind or nature.

Yours Truly,

ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By Artist: \_\_\_\_\_

## ARTIST RECORDING CONTRACT

1. AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between \_\_\_\_\_ (herein called "the  
Company")  
and \_\_\_\_\_ (herein called "the Artist")  
for the tendering of personal services in connection with the production of Commercial  
Sound Records.

2. This agreement shall remain in effect for a period of \_\_\_\_\_ from  
the date hereof, and during that period you will, at mutually convenient times, come to  
and perform at the Company's recording studios for the purpose of recording  
\_\_\_\_\_ selections or more than this number if the Company so  
desires.

In consideration of this Agreement and without further payment than as herein  
provided for yourself, you grant to the Company, its associates, subsidiaries and  
nominees (1) the right to manufacture, advertise, sell, lease, license or otherwise use or  
dispose of in any or all fields of use, throughout the world, or to refrain therefrom,  
throughout the world or any part thereof, records embodying the performances to be  
recorded hereunder, upon such terms and conditions as the Company may approve; (2)  
the right to use your name and photograph if desired, in connection with the exploitation  
of said records; and (3) all rights in and to the matrices and records, and the use and  
control thereof, upon which are reproduced the performances to be recorded hereunder.

3. The Company will pay you for the rights granted herein and the services to be rendered  
hereunder by you a royalty of \_\_\_\_\_cents for each double-faced record  
manufactured and sold throughout the world by the Company or its associates or  
subsidiaries, on both faces of which are embodied any of the selections recorded  
hereunder. In case of records manufactured and sold by the Company on only one face of  
which is embodied a selection recorded hereunder, the amount of royalty shall be one-  
half of the amount set forth above, excepting in cases where the recording shall be of full  
length on one side (in such case as a Compact Disk).

4. Payment of accrued royalties shall be made semi-annually on the first day of \_\_\_\_ \_\_\_\_  
for the period ending \_\_\_\_\_, and on the first day of \_\_\_\_\_ for the  
period ending \_\_\_\_\_ of each year. The Company, however, shall have the right  
to deduct from the amount of any statements, or accounts of royalties due, the amount of  
royalties previously paid to you or records subsequently returned, either as defective or  
on exchange proposition.

5. You agree that during the period of this Agreement you will not perform for any other person, firm or corporation, for the purpose of producing commercial sound records, that after the expiration of this Agreement you will not record for anyone else any of the musical selections recorded hereunder, and that in the event of a breach of this covenant, the Company shall be entitled to an injunction to enforce same, in addition to any other remedies available to it.

6. The Artist hereby warrants that he has no oral or written obligations contracts, or agreements of whatever nature entered into prior to the signing of this agreement which are now in force and binding and which would in any way interfere with carrying out this agreement to its full intent and purpose.

7. If any instrumental musicians whose services are engaged hereunder are members of the American Federation of Musicians, the following provision shall be deemed to be a part of this agreement:

"As the musicians engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed as to interfere with any obligation which they owe to the American Federation of Musicians as members thereof."

8. It is mutually understood and agreed that in the event the license issued to the Company by the American Federation of Musicians, and pursuant to which the Company engages the services of Federation members as instrumental musicians, should be revoked or terminated, with or without cause, and in the event you or any of the members of the Musical Organization are members of the Federation, the Company may, at its option, terminate and cancel this agreement without liability to you.

9. The Company shall have the privilege and option to extend this Agreement from the date of its expiration for a period equal to the terms of this Agreement by giving to you notice in writing of its exercise of such option and its election to continue. Such notice shall be given to you personally or be mailed to your last known address not less than ten days prior to the expiration of this Agreement. Upon the giving of such notice this Agreement shall be continued and extended for such further period upon the same terms as those above set forth.

ACCEPTED AND AGREED TO:

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BY:

---

RECORD COMPANY POLICY STATEMENT

Record Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Telephone: \_\_\_\_\_

GENERAL POLICY STATEMENT - EFFECTIVE IMMEDIATELY

TO ALL DISTRIBUTORS

ALL RECORDED MATERIAL

1. TERMS: The distributor shall be invoiced after shipment of each order. Our billing terms shall continue to be 2% 10 days E.O.M. This means specifically that any order shipped and billed, prior to and including the 24th of the month is due for payment on the 10th of the following month, in order to gain the 2% discount. Any payments not received by the 25th of the month shall be considered past due and delinquent.

Any account being, and remaining, past due, without offering reasonable explanation to our office will be considered ineligible to receive further shipments and may, after notice to you, be turned over to the legal department for immediate collection.

2. FREIGHT: We will share equally in freight costs. Shipments are made collect and you bill us for one half the cost. Note, we must have documents supporting these costs.

3. RETURNS: You will be allowed a 10% return privilege providing your account is current. This 10% of course is based only on records bought and paid for and "no charge" records do not apply. All returns must be authorized in advance as we reserve the right to refuse unauthorized returns.

We feel certain that you will find this policy more than fair as it is designed to provide a smooth and clear-cut working agreement between ourselves and our distributors. Please feel free to contact me should you have any questions. In the meantime we will continue to work with you in every way possible to both provide you with and help you break more big hits in the very near future.

Sincerely,

RECORD COMPANY

BY: \_\_\_\_\_  
PRESIDENT/CEO

## **RECORDING MANUFACTURING CONTRACT**

AGREEMENT made as of the date signed below by and between \_\_\_\_\_ (hereinafter referred to as the "LICENSEE") and \_\_\_\_\_ (hereinafter referred to as the "OWNER"). In consideration of the following mutual covenants, conditions, and promises, the parties agree as follows:

### **I. PURPOSE OF AGREEMENT**

1. Owner has recorded master sound recordings (Masters) of certain musical compositions. Either directly or by way of exclusive license, Owner has all rights, title, ownership, and interest, including copyright, in the Masters. Licensee does business \_\_\_\_\_ throughout the United States and the world; which includes the manufacturing of recorded music and the publishing of musical compositions.

2. Licensee desires to manufacture the Masters throughout the Territory. With respect to the Master, the scope of the territory shall be worldwide, only for the purpose of a various artists sampler on a non-exclusive basis.

3. This Agreement provides the terms by which owner authorizes Licensee to undertake that effort. The masters and compositions are identified in the attached exhibit, which by this reference is made a part of and an addendum to this Agreement.

### **II. GRANT OF RIGHTS**

1. Owner licenses to Licensee, who in turn accepts the license, to undertake the following activities with respect to the Masters throughout the territory:

a. The right to manufacture and sell phono records (including vinyl, tape, compact disc, and any other audio configuration now known or later developed of the Masters.

b. The right to grant non-exclusive synchronization and performance licenses for the use of the Masters for profit in motion pictures, television films, and video productions produced in the licensed territory.

c. All rights not expressly granted to licensee under sections a, b, and c in this, Article II, of this agreement are specifically reserved to the Owner.

d. Owner warrants that he has the authority to grant Licensee the rights identified in sections a, b, and c of this Article II to commercially exploit the Master in the territory (worldwide).

e. Owner further warrants that he is sole and exclusive owner of the rights to these Masters and has the power to enter into and uphold this Agreement and further warranties that the musical compositions of the Masters are new and original compositions and are not an infringement on the copyrights of any other and are not subject to any liens or other encumbrances.

### **III. RIGHTS AND OBLIGATIONS OF LICENSEE**

1. Licensee agrees it will cause Owner's name to be printed on each copy of the masters that may be sold or distributed by Licensee as identified in the attached exhibit.

2. Licensee will forward to the Owner at no cost ten (10) copies of each edition of the Masters that are published by the Licensee or under the Licensee's authority in each format (e.g. tape, vinyl, compact disc, sheet music, etc..) in which they are published and released for sale to the general public. Thereafter, Owner may purchase additional copies of the phonorecords or other formats at a wholesale price of \_\_\_\_\_ per unit.

3. Licensee will, to the best of its ability, advertise, promote, and distribute and solicit for radio airplay, such Masters with the intention of promoting the musical artists represented herein.

4. The Licensee shall prepare and compile the musical compositions onto one (1) record album and shall complete the production of said record album, including but not limited to, mastering, pressing, plating, titling, artwork, negatives and/or color separation, and assembly.

5. The Licensee shall offer for sale the majority of copies of the Masters from the initial and subsequent pressings as sales and demand warrants; however no additional pressings shall be made after \_\_\_\_\_ months from the execution of this agreement without the express written consent of the Owner.

#### **IV. RIGHTS AND OBLIGATIONS OF THE OWNER**

1. The Owner shall prepare and deliver to the Licensee within \_\_\_\_\_ days of the execution of this Agreement, a 1/4" 15 ips (without noise reduction) analog Master Tape Recording or a Digital Master Recording (e.g. PCM, RDAT copies) with test tones of a quality and fidelity suitable for record reproduction or broadcast to be produced by the Licensee.

2. The Owner shall pay to the Licensee the sum of \_\_\_\_\_ Dollars for production and promotion costs and expenses.

3. The Owner shall notify in writing the Licensee of any additional licensing agreements that the Owner may enter into during the term of this Agreement as specified in this Agreement.

4. The Owner agrees to supply the Licensee with complete copyright information and promotional material, including but not limited to, an 8" by 10" black and white photograph, the printed lyrics of the compositions, and any biographical material on the Owner that may be available. Owner hereby grants to Licensee rights to use such material in the promotion of the Masters.

5. Owner agrees not to license the Masters to any other independent compilation album without the express written consent of the Licensee.

#### **V. ROYALTY PAYMENTS**

1. The Licensee agrees to pay the following royalty shares to the Owner:

2. As an advance against royalties payable to the Owner for the permission to manufacture, distribute, and sell phonorecords of the Master, Licensee agrees to pay the Owner a recoupable but non-returnable advance in the sum of \$\_\_\_\_\_ (one dollar) and/or other good and valuable considerations.

3. This advance payment is due upon the execution of this Agreement for the Masters identified in the attached exhibit. If Licensee does not place phonorecords of the Master for sale to the general public in the territory for reasons beyond its control or if the Licensee can not manufacture and distribute phonorecords of the Masters for reasons beyond its control, the advance specified in V(2) herein need not be returned to us by you.

4. Payment of royalties resulting from licensing to foreign sources shall be one half (1/2) the royalty amount paid for the United States and Canada.

## **VI. ACCOUNTS AND STATEMENTS**

1. True and correct accounts by generally accepted accounting methods shall be kept by the Licensee and a statement of all accounts, including royalties due, if any, as of December 31 and June 30 of each year will be mailed to the Owner within sixty (60) days of these dates. All monies and reimbursements shown to be due under the terms of this Agreement shall be paid concurrent with the submission of said statement.

2. All such payments shall be final and binding to Owner unless specific, written objection, stating the basis thereof, is submitted to Licensee by Owner within one (1) year from the date rendered. Owner or a certified public accountant in Owner's behalf, at Owner's expense, and at reasonable intervals, may examine the Licensee's books relating to the activities during the accounting period for said account statement with written advance notice served by U.S. mail at least ten (10) days prior to such inspections or audits.

## **VII. TERM OF AGREEMENT AND COPYRIGHTS**

1. The Term of this Agreement shall be for the life of the copyright of the recording of said Masters and any and all extensions as per Form SR of the U.S. Library of Congress.

2. Despite the expiration of this Agreement without renewal after the end of this term, Licensee nevertheless shall be obligated to make payments to Owner of any and all unpaid royalties still accruing on the Masters and compositions subsequent to its expiration.

3. The term of this licensing Agreement shall be a period of five (5) years with an open option period for both Licensee and Owner of an additional five (5) years.

## **VIII. ENFORCEMENT OF COPYRIGHT**

1. Owner authorizes and vests power of attorney to the Licensee to enforce and protect in the territory all of the rights to the Masters and compositions licensed under this Agreement and, if necessary, to join Owner and such others as it deems advisable in any suit or litigation concerning the enforcement of such rights.

2. Any damages or recovery awarded the Licensee by the courts against any infringer shall be divided equally between the Owner and the Licensee, after the deduction of all costs incurred in such litigation.

## **IX. TERMINATION**

1. After the expiration of this Agreement, Licensee shall have the right to sell the remaining inventory. Licensee shall continue to deliver to the Owner royalty statements and payments as outlined in this Agreement accordingly.

2. After the expiration of this agreement, Licensee shall deliver to Owner a written inventory of the phonorecords of the Masters that have not been sold. If Licensee does not wish to continue to sell to the general public the remaining inventory, Owner shall have the right to buy the phonorecords at wholesale plus shipping.

## **X. EXCLUSIVITY**

1. Owner grants to the Licensee the option to acquire the rights to manufacture the licensed Masters worldwide on the basis of a "matching offer option". As soon as the Owner receives an offer from a third party for a license of the Masters in any of the territory, he has to inform the Licensee with the details of such an offer in writing.

2. Licensee has the option to acquire said rights providing he is willing to offer the same contractual conditions as the third party. Licensee will not be required to agree to any conditions which can not be fulfilled by Licensee as readily as by any other party.

**XI. GENERAL**

1. This Agreement shall be binding on the respective parties, their successors, and assigns and shall be governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_. The place of jurisdiction shall be \_\_\_\_\_ County, \_\_\_\_\_(state) for any possible, dispute, suit or litigation arising from this Agreement.

2. This Agreement contains all the understandings, oral and written, of the parties and merges all previous agreements.

3. If any portion of this Agreement is found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

Entered into and agreed upon this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_ Licensee

\_\_\_\_\_ Owner

**ATTACHMENT A**

**RECEIPT FOR A PHONOGRAPH RECORD MASTER**

1. The undersigned MASTER PRODUCER and the undersigned RECORD COMPANY agree that on this date the following Master was delivered by the MASTER PRODUCER to the RECORD COMPANY:

<b>TITLES</b>	<b>COMPOSERS</b>	<b>PUBLISHERS</b>	<b>ARTISTS</b>

2. This is an attachment referred to in Paragraph \_\_\_\_\_ of the parent contract dated \_\_\_\_\_ between the undersigned parties.

**IN WITNESS WHEREOF**, the undersigned parties hereby sign their names.

By: \_\_\_\_\_  
Company

By: \_\_\_\_\_  
Producer

RECEIPT FOR A PHONOGRAPH RECORD MASTER

1. The undersigned MASTER PRODUCER and the undersigned RECORD COMPANY agree that on this date the following master was delivered by the MASTER PRODUCER to the RECORD COMPANY:

Song(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Artist(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The term of the lease shall commence today unless a different date is set forth here: \_\_\_\_\_ and if a different date was set forth, then the lease shall commence or shall have commenced on such date.

3. In the event the agreement between the MASTER PRODUCER and the RECORD COMPANY concerning the master gives the RECORD COMPANY a specific number of days in which to release the master, promote the master, or perform any other act(s), the RECORD COMPANY is hereby reminded of its promises and whatever consequences for failure to comply with the promises that the parties may have agreed on.

IN WITNESS WHEREOF, the undersigned parties hereby sign their names on the dates indicated next to their signatures.

RECORD COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECORD COMPANY PRODUCER CONTRACT**

Date \_\_\_\_\_

This letter will serve as the agreement with \_\_\_\_\_ (hereinafter designated as "Producer"), with respect to Producers services in connection with the production of the master recordings of performances with the recording artist known professionally as \_\_\_\_\_ (hereinafter individually, jointly, and/or severally designated as "Artist").

1. The term of this agreement shall commence as of the date hereof and shall continue until the completion of your services.
2. During the term of this Agreement Producer agrees to produce \_\_\_\_\_ ( ) master recordings embodying the performance of said Artist (hereinafter designated the "Masters") and to perform all other obligations required under this Agreement.
3. Recording sessions for the Masters shall be conducted by Producer under the \_\_\_\_\_ (hereinafter designated as "Record Company"), recording agreement between Artist and Record Company at such times and places as shall be designated by Record Company. All individuals rendering services in connection with the recording of Masters shall be subject to Record Companies approval. Record Company shall have the right and opportunity to have Record Companies representatives attend each such recording session. Each Master shall embody the performance by the Artist of a single musical composition designated by the Artist (subject to Record Companies approval, not to be unreasonably withheld) and shall be subject to Record Companies approval as technically satisfactory for the manufacture, broadcast and sale of phonorecords, and, upon Record Companies request, you shall re-record any musical composition or other selection until a Master technically satisfactory to us shall have been obtained. You agree to begin pre-production, rehearsals, and recording on \_\_\_\_\_, 20\_\_\_\_. The Masters shall be, at Record Companies election, maintained at a recording studio or other location designated by Record Company, in Record Companies name and subject to our control.
4. All Masters produced hereunder, from the inception of the recording thereof, and all phonorecords and other reproductions made therefrom, together with the performances embodied therein are solely Record Companies property, free of any claims whatsoever except as provided herein.
5. For Producers services Producer will be paid a deposit of \_\_\_\_\_ (\$ ) \_\_\_\_\_ ( ) working days before the start of rehearsals. Upon completion of all recording, re-recording, mixing and mastering along with received delivery of technically satisfactory masters, you will be paid a balance of \_\_\_\_\_ (\$ ). The payment of the deposit and balance is Producers total compensation for the service provided herein. The initial deposit is not refundable to Record Company.

I, hereby agree to and am bound by these terms.  
I set my name to this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Producer**

\_\_\_\_\_  
**Record Company**

## ROYALTY AGREEMENT CONTRACT

**AGREEMENT** made and entered into the day and year indicated on the last page hereof by and between the undersigned lyricist(s) and/or composer(s) and/or arranger(s) (hereinafter referred to jointly and/or severally as "Writer"), and the undersigned publisher (hereinafter referred to as "Publisher").

### W I T N E S E T H

**WHEREAS**, Writer has written and/or composed and/or arranged the composition(s) set forth on Schedule A annexed hereto and made part hereof (each is hereinafter referred to as "the composition").

**NOW**, therefore, in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) DOLLAR and other good and valuable consideration, in hand paid to each of the undersigned at or before the ensembling and delivery of these presents, receipt whereof is hereby mutually acknowledged, it is hereby agreed:

1. Writer represents and warrants that he is the sole lyricist and/or composer and/or arranger of the composition; that said composition and/or arrangement is his own original work and creation (except such part thereof as is taken from public domain) and is not a copy of any other copyrighted work; that he has not sold, assigned, leased licensed or in any manner disposed of or encumbered the rights herein granted to Publisher; and that he has the right to enter into this Agreement. Writer agrees to indemnify and hold Publisher harmless from all loss, liability, damages and expenses by reason of breach of said representations and warranties.

2. Writer hereby sells, assigns, transfers and sets over unto Publisher the composition and each and every arrangement, adaptation and version thereof, together with the universe-wide copyright thereof, and the right to secure copyright therein throughout the entire universe, and all rights of whatsoever nature, both legal and equitable therein, thereto and thereunder, including but not limited to the sole and exclusive universe-wide publication, mechanical instrument, electrical transcription, video cassette and recording, commercial rights, and the right of public performance for profit by any and all means, and through any and all media, and the right to arrange and adapt and all other rights now known or hereafter to become known.

3. In consideration for and in full payment of the aforesaid sale, Publisher hereby agrees to pay to Writer the royalties set forth on the royalty schedule hereto and made part hereof with respect to the composition.

4. The term "Writer" used herein is deemed to mean all of the undersigned persons and any and all royalties herein provided to be paid to the Writer shall be paid jointly to the said persons if there be more than one, and shall be divided equally among them unless otherwise indicated on Schedule A. The term "Publisher" used herein is deemed to mean only the signatory Publisher excluding all affiliates and subpublishers.

5. Writer shall deliver a lyric sheet and cassette of each composition to the Publisher promptly after the execution and delivery of this Agreement.

6. Writer grants Publisher the right to use his name, photograph, likeness, facsimile signature and biographical material in , on and in connection with publications, recordings and advertisements of, containing or relating to the composition.

7. Publisher may destroy excess inventory of composition.

8. Writer hereby assigns to Publisher the United States renewal copyright and all extensions and longer or different terms of copyright which may be provided by law in and to the composition and pursuant to law in the name of Writer and to execute and deliver to Publisher such formal written assignment thereof, as may be required by Publisher, subject to the terms of this Agreement.

9. Writer hereby consents to the assignment of this agreement and/or the composition and/or the copyright thereof, or any and all of the rights therein by Publisher, subject, however to the terms hereof of the royalties herein specified.

10. This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, Writer has hereto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Publisher**

\_\_\_\_\_  
**Writer**

**SCHEDULE A**

Title of Composition(s)

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Share of Royalties:

**WRITER'S PERCENTAGE** \_\_\_\_\_

**PUBLISHER'S PERCENTAGE** \_\_\_\_\_

## **SCHEDULE B**

### **ROYALTIES**

- (a) Publisher shall not be required to pay royalties on professional and complimentary copies and records or copies and records which are distributed for exploitation purposes.
- (b) All net sums actually received from the licensing of mechanical instrument, electrical transcription, motion picture and television synchronization rights and all other rights (including the use thereof in song lyric folios or magazines) are split 50/50 between Writer and Publisher. Publisher receives 100% of Publishing share; Writer(s) receive 100% of Writer's share, known or hereafter to become known in the United States and Canada, except that Writer shall not be entitled to receive or share in any sum or sums which the Publisher may receive from any performance right society throughout the world which pays a share of performance fees directly to authors and composers.
- (c) If the respective performance right society shall cease to operate, Publisher shall administer the performance rights in the composition and shall pay Writer the percentage thereof indicated in (b) above.
- (d) If and when publication or use of the composition is made outside the United States and Canada, Publisher shall pay to Writer FIFTY (50%) PERCENT of all net sums actually received by Publisher from the sales and uses (except for performance fees referred to in (b) above, all subject to deduction for foreign income and other taxes required to be withheld.

## SCHEDULE C

The performing rights society of choice is BMI. BMI uses a system similar to that of other performing rights organizations throughout the world and considers payments to writers and publishers as a single unit equal to 200%. Where there is the usual division of performance royalties between Writer(s) and Publisher(s), the total Writer's share will be 100%, (1/2 of the available 200%) and the total publisher's share will be the remaining 100%.

Please note the following rules with respect to the division of the 200% royalty:

1. The publisher(s)' share may not exceed half of the 200% royalty.
2. If the agreement between the publisher(s) and Writer(s) provides for the Writer to receive more than half of the 200%, the work should be cleared indicating the percentages allocable to all writers and all publishers so that the total is not more than 200%.
3. Where no rights (or only partial rights) have been assigned to a publisher, the writer(s) will receive the entire 200% (or the balance of the entire 200%) in the same ratio as their respective writer shares.

If BMI is subsequently notified that the rights have been assigned to a publisher, BMI will credit the publisher with the appropriate share for performances commencing with the quarter in which such notice is received. No retroactive adjustments will be made by BMI.

**THE RATES DESCRIBED ARE BASE RATES AND CONSTITUTE A 200% SHARE. BECAUSE BMI OPERATES ON A NON-PROFIT BASIS, WE DISTRIBUTE ALL AVAILABLE INCOME AND MAY, FROM TIME TO TIME, VOLUNTARILY PAY INCREASED ROYALTIES TO OUR WRITERS AND PUBLISHERS AND TO MEMBERS OF FOREIGN SOCIETIES WHOSE WORKS WE LICENSE.** When computing royalties earned by single performance, these base rates are multiplied in the case of a network performance by the number of stations carrying the broadcast. A performance on a local station is multiplied by statistical multiplier based on the ratio of stations logged to stations licensed in each station classification.

ROYALTY AGREEMENT CONTRACT

IN CONSIDERATION of the sum of One Dollar in hand paid to \_\_\_\_\_

hereinafter referred to as the "Composer," by \_\_\_\_\_

hereinafter referred to as the "Publisher," the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the COMPOSER hereby sells, assigns, transfers and sets over unto the PUBLISHER for its own use and benefit, the certain song or musical composition, including the title, words and music thereof, at present entitled: \_\_\_\_\_

(which title may at any time be changed at the option of the PUBLISHER) together with all his right, title and interest, both legal and equitable, in and to the same, it being understood and agreed that the said song or musical composition and the copyright thereof and each and every right therein whether now known or hereafter to become known, are and shall be the sole and exclusive property of the PUBLISHER, its to have and to hold absolutely and forever.

In further consideration for, and in full payment of the afore said sale, the PUBLISHER agrees, in the event of the publication by it of the said song or musical composition, to pay to the COMPOSER a royalty of \_\_\_\_\_ cents per copy upon each and every regular printed pianoforte copy, and \_\_\_\_\_ cents per copy on every orchestration in every form, of the said song or musical composition sold by the PUBLISHER in the United States and Canada. The PUBLISHER further agrees to pay to the COMPOSER a sum equal to \_\_\_\_\_% of all net royalties actually received by it for the mechanical reproduction of the said song or musical composition on player piano rolls, phonograph records, discs, or any other form of mechanical reproduction, including electrical transcriptions, in the United States and Canada, except that in the event that the said song or musical composition shall be used for mechanical reproduction in conjunction with another song or songs the COMPOSER shall only receive that proportion of the said percentage which the said song or musical composition shall bear to the entire medley or combination of songs.

When publication of the aforesaid musical composition is made outside of the United States and Canada, it is agreed that the PUBLISHER shall pay to the COMPOSER \_\_\_\_\_% of all net sums that the PUBLISHER shall receive from countries outside of the United States and Canada, all subject to deduction for foreign income taxes.

The PUBLISHER agrees to pay to the COMPOSER the sum of \$\_\_\_\_\_ when the said song is published in any folio or composite work in the United States and Canada, and \$\_\_\_\_\_ when the song is published in such form in any country outside of the United States and Canada, regardless of the number of copies published, provided however that the said song shall in no case be published in such form until three months after publication thereof in regular pianoforte form.

It is agreed that any sums at any time advanced by or which may be due or become due to the PUBLISHER shall and may be deducted from any moneys to which the COMPOSER may be or become entitled under the terms of this agreement.

The COMPOSER expressly agrees that he will not transfer or assign this agreement nor any interest therein, nor any sums that may be or become due hereunder, without the written consent of the PUBLISHER, which shall be clearly endorsed hereon.

It is agreed that the PUBLISHER shall not be obligated to pay nor shall the COMPOSER be entitled to receive royalties on the following: Complimentary copies; copies sold but not paid for; copies sold and returned to the PUBLISHER; copies sold or given away as new issues or for advertising purposes; professional copies; copies included in books or published in newspapers, magazines or other periodicals, medley or other arrangements of, or containing said work or any part thereof, or words reprinted without musical accompaniment.

It is further agreed that if within any six months royalty period not more than fifty regular copies of the aforesaid song or musical composition shall be sold, the PUBLISHER shall have the right to sell any and all copies on hand at any price obtainable, and free from the payment of all royalty, which royalty the COMPOSER hereby expressly waives.

The PUBLISHER may, at any time, authorize or permit the use in any manner, by any person, firm or corporation, of the lyrics or words of said song or musical composition and the COMPOSER shall not be entitled to receive nor will he make any claim for royalty or other payments therefor.

It is expressly agreed that the worldwide motion picture synchronization rights of the aforesaid song or musical composition are and shall be the sole and exclusive property of the PUBLISHER or its designated licensees, subject to the same royalty or percentage as for parts of instruments serving to reproduce the said composition mechanically. "Synchronization rights" as herein used, means the right to mechanically and/or electrically record and to reproduce, perform, use, represent and exhibit the aforesaid song or musical composition or any part thereof as part of or in connection with motion pictures with sound accompaniment.

The PUBLISHER agrees that it will render statements and pay to the COMPOSER within a reasonable time after February 15th and August 15th of each year, all royalties earned by the COMPOSER, and due and owing at the end of such semi-annual periods.

The COMPOSER hereby warrants and represents that the aforesaid song or musical composition and each and every part thereof is his sole, exclusive and original work, and that no part of the said work, or the whole thereof, infringes upon any other work whatsoever, and that he is the sole writer and composer thereof and owner of all the rights therein, and each and every of said rights, and that he has not sold, assigned, set over, hypothecated, or mortgaged, or otherwise disposed of the said song or musical composition or any right, title or interest in or to the same, or any part thereof; that he has not made or entered into any agreement with any person, firm or corporation, affecting the said song or musical composition, or any right, title or interest therein, or in the copyright thereof, and that no person, firm or corporation, other than the COMPOSER has or has claimed any right, title or interest in or to said musical composition or any part or use thereof, or any copyright therein, and that the said composition has never been published, and that he has the full right, power and authority to make this assignment and agreement.

The COMPOSER agrees to forever warrant and defend the afore said sale and transfer, and each and every part thereof, and each and every right thereto and agrees to save and keep the PUBLISHER harmless, and fully indemnify the PUBLISHER from any and all claims, demands, actions at law or suits in equity, loss, damages, costs, attorney's fees, recoveries or penalties; hereby granting to the PUBLISHER express authority, at the sole expense of the COMPOSER, to employ attorneys to defend the right, title and interest of the PUBLISHER in and to the aforesaid composition, and to take any other steps necessary to protect these rights; and in this connection to settle, compromise or in any other manner dispose of any matter, claim, demand, action or proceeding, and to deduct from the royalties due, or to become due any and all loss or expense occasioned by any such claim, demand, action, matter or proceeding, or at its option to make demand therefor upon the COMPOSER; and the COMPOSER further authorizes the PUBLISHER, whenever in its opinion its right, title or interest to any of the COMPOSER'S compositions are disputed or there is a breach of any of the warranties or representations in this or any similar agreement, to withhold any and all royalties that may be due or become due pursuant to any or all such agreements until such question shall have been settled or such breach repaired.

The PUBLISHER agrees to publish in saleable form the said musical composition within one year from the date hereof. Should he fail so to do the COMPOSER shall have the right in writing to demand the return of said compositions, whereupon the PUBLISHER must within one (1) month after receipt of such notice either publish the said composition, in which event this agreement remains in full force and effect, or upon failure so to publish, all rights of any and every nature, and the right to secure copyright and any copyright secured by the PUBLISHER before publication, in and to the said composition, shall revert to and become the property of the COMPOSER and shall be reassigned to him.

The COMPOSER hereby authorizes and empowers the PUBLISHER to renew, pursuant to law, for and in the name of the COMPOSER, if living, the copyright of the aforesaid song or musical composition and to execute and deliver in the name of the COMPOSER a formal assignment to the PUBLISHER of such renewal copyright.

The COMPOSER hereby consents to the assignment of this contract and/or the aforesaid song or musical composition and/or the copyright thereof and/or any or all of the rights therein, by the PUBLISHER or by operation of law, to any person, firm or corporation whatsoever, subject, however, to the payment of the royalties herein specified.

The term "PUBLISHER" as used throughout this agreement shall be deemed to include the PUBLISHER and its successors and assigns.

This agreement is subject to the assignment, if any, now in force made by the COMPOSER to the American Society of Composers, Authors and Publishers, or BMI.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

By \_\_\_\_\_

## ROYALTY AGREEMENT CONTRACT

AGREEMENT made and entered into the day and year indicated on the last page hereof by and between the undersigned lyricist(s) and/or composer(s) and/or arranger(s) (hereinafter referred to jointly and/or severally as "Writer"), and the undersigned publisher (hereinafter referred to as "Publisher").

### WITNESSETH:

WHEREAS, Writer has written and/or composed and/or arranged the composition(s) set forth on schedule A annexed hereto and made part hereof (each is hereinafter referred to as ("the composition")).

NOW, therefore, in consideration of the sum of One (\$1.00) dollar and other good and valuable consideration, in hand paid to each of the undersigned at or before the ensembling and delivery of these presents, receipt whereof is hereby mutually acknowledged, it is agreed:

1. Writer represents and warrants that he is the sole lyricist and/or composer and/or arranger of the composition; that said composition and/or arrangement is his own original work and creation (except such part thereof as is taken from the public domain) and is not a copy of any other copyrighted work; that he has not sold, assigned, leased, licensed or in any manner disposed of or encumbered the rights herein granted to Publisher; and that he has the right to enter into this agreement. Writer agrees to indemnify and hold Publisher harmless from all loss, liability, damages and expenses by reason of breach of said representations and warranties.
2. Writer hereby sells, assigns, transfers and sets over unto Publisher the composition and each and every arrangement, adaptation and version thereof, together with the worldwide copyright there of, and the right to secure copyright therein throughout the entire world, and all rights of whatsoever nature, both legal and equitable therein, thereto and thereunder, including but not limited to the sole and exclusive worldwide publication, mechanical instrument, electrical transcription, video recording, and motion picture and television synchronization rights, and the right of public performance by profit by any and all means, and through any and all media, and the right to arrange and adapt and all other rights now known or hereafter to become known.
3. In consideration for and in full payment of the aforesaid sale, Publisher hereby agrees to pay to Writer the royalties set forth on the royalty schedule annexed hereto and made part hereof with respect to the composition.
4. Whenever the term Writer is used herein, it shall be deemed to mean all of the undersigned persons and any and all royalties herein provided to be paid to the Writer shall be paid jointly to the said persons if there be more than one, and shall be divided among them as indicated on schedule A.
5. Publisher agrees that within sixty (60) days after the last days of March, June, September and December in each year it will prepare and furnish statements showing any royalties which may become payable hereunder, and each such statement shall be accompanied by a check or checks in payment of any and all sums shown to be due thereby. Publisher may combine accounts with Writer.
6. Writer shall deliver a lead sheet of the composition to the Publisher promptly after the execution and delivery of this agreement. If Writer fails to do so, the cost to Publisher of notating the composition shall be deducted from royalties payable to Writer here under.

7. Writer grants Publisher the right to use his name, photograph, likeness and biographical material in, on and in connection with publications, recordings and advertisements of, containing or relating to the composition.

8. Publisher may destroy excess inventory of the composition.

9. Writer hereby assigns to Publisher the United States renewal copyright and all extensions and longer or different terms of copyright which may be provided by law in and to the composition and Writer hereby authorizes and empowers Publisher, to renew such copyright, pursuant to law in the name of Writer and to execute and deliver to Publisher such formal written assignment thereof, as may be required by Publisher, subject to the terms of this agreement.

10. Writer hereby consents to the assignment of this contract and/or the composition and/or the copyright thereof, or any and all of the rights therein by Publisher, subject, however, to the payment of the royalties herein specified.

11. This agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS THEREOF, Writer has hereunto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer the \_\_\_\_\_ day of \_\_\_\_\_ 20\_ \_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_(L.S.)

Address \_\_\_\_\_

\_\_\_\_\_

Social Security Number \_\_\_\_\_

\_\_\_\_\_(L.S.)

Address \_\_\_\_\_

\_\_\_\_\_

Social Security Number \_\_\_\_\_

## ROYALTY PAYMENT SCHEDULE

- (a) \_\_\_\_\_ (\_\_\_\_\_¢) cents per copy for each and every regular pianoforte copy published and sold by and paid for to Publisher in the United States and Canada.
- (b) \_\_\_\_\_ (\_\_\_\_\_%) percent of all net sums actually received upon each and every printed copy of each and every arrangement and edition other than the regular piano forte edition, published and sold and paid for to Publisher in the United States and Canada, except that in the event that the composition shall be used or caused to be used in whole or in part in conjunction with one or more other musical compositions in a folio or album, Writer shall be entitled to receive that proportion of \_\_\_\_\_ (\_\_\_\_\_%) percent of all net sums actually received from such publication which the composition shall bear to the total number of copyrighted or royalty-bearing works contained in such folio or album.
- (c) Publisher shall not be required to pay royalties on professional and complimentary copies and records or copies and records which are distributed for exploitation purposes.
- (d) \_\_\_\_\_ (\_\_\_\_\_%) percent of all net sums actually received by Publisher from the licensing of mechanical instrument, electrical transcription, motion picture and television synchronization rights and all other rights (including the use thereof in song lyric folios or magazines) now known or hereafter to become known in the United States and Canada, except that Writer shall not be entitled to receive or share in any sum or sums which Publisher may receive from ASCAP or BMI, (as the case may be) or from any other performance right society throughout the world which pays a share of performance fees directly to authors and composers.
- (e) If the respective performance right society shall cease to operate, Publisher shall administer the performance rights in the composition and shall pay Writer the percentage thereof indicated in (d) above.
- (f) If and when publication or use of the composition is made outside of the United States and Canada, Publisher shall pay to Writer \_\_\_\_\_ (\_\_\_\_\_%) percent of all net sums actually received by Publisher from sales and uses (except performance fees referred to in (d) above), all subject to deduction for foreign income and other taxes required to be withheld.

SCHEDULE A

Title of Composition(s): \_\_\_\_\_

\_\_\_\_\_

Share of royalties:

WRITER:

SHARE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SALE OF PROPERTY CONTRACT

THIS AGREEMENT, made and entered into at (city) \_\_\_\_\_ ,  
on the \_\_\_\_\_ day of \_\_\_\_\_ ,20\_\_\_\_ ,by and between \_\_\_\_\_  
( hereinafter referred to as "Seller"), and \_\_\_\_\_ , (hereinafter referred to as  
"Buyer").

FOR, AND IN CONSIDERATION OF, the premises and the mutual covenants contained herein,  
Seller and Buyer do hereby agree as follows:

1. Buyer hereby agrees to purchase the merchandise listed below ( hereinafter referred to as "Property") at the purchase price of (\$ \_\_\_\_\_ ) \_\_\_\_\_ Dollars.
2. Seller hereby certifies that he/she is the sole and lawful owner of Property, or has lawful power to exercise the sale of said Property.
3. Buyer understands that Property is being purchased as presented, with no claims as to the durability, mechanical fitness, or any other claims spoken or implied.
4. Buyer understands that once monies have been paid in full amount, that the transaction is complete and that Buyer has no claims against Seller whatsoever.
5. Buyer may contract the services of a technician qualified in the repair and or servicing of Property to insure the durability, and mechanical fitness, of Property before monies have been received by Seller.
6. It is hereby understood that the list below constitutes Property in full.

1. \_\_\_\_\_ Serial # \_\_\_\_\_
2. \_\_\_\_\_ Serial # \_\_\_\_\_
3. \_\_\_\_\_ Serial # \_\_\_\_\_
4. \_\_\_\_\_ Serial # \_\_\_\_\_
5. \_\_\_\_\_ Serial # \_\_\_\_\_
6. \_\_\_\_\_ Serial # \_\_\_\_\_
7. \_\_\_\_\_ Serial # \_\_\_\_\_
8. \_\_\_\_\_ Serial # \_\_\_\_\_
9. \_\_\_\_\_ Serial # \_\_\_\_\_
10. \_\_\_\_\_ Serial # \_\_\_\_\_
11. \_\_\_\_\_ Serial # \_\_\_\_\_
12. \_\_\_\_\_ Serial # \_\_\_\_\_
13. \_\_\_\_\_ Serial # \_\_\_\_\_
14. \_\_\_\_\_ Serial # \_\_\_\_\_
15. \_\_\_\_\_ Serial # \_\_\_\_\_

7. This is the entire agreement between Seller and Buyer with respect to the subject matter hereof. All additions to, and amendments of, this agreement must be in writing and signed by both Seller and Buyer. This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_ .

The signatures below confirm all parties involved understand this Agreement in full and feel it is fair and just.

---

Seller

---

Buyer

**SINGLE SONG OPTION**

**ADDENDUM TO AGREEMENT DATED** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SINGLE SONG OPTION:** The Writer and Publisher do hereby agree to the terms of the  
aforementioned Agreement under the following terms and conditions:

1. Publisher agrees that if the song by Writer now entitled - \_\_\_\_\_ is not assigned a mechanical license to be recorded and released to the general public on phonorecords by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Publisher shall relinquish and return all rights and copyrights to the Writer.
2. The Writer shall not be held responsible for any payment to the Publisher regardless of the amount Publisher may have spent on the recording, development, promotion, or any other expense incurred by Publisher relating to this song.
3. In the event Publisher is responsible for the placement of said musical composition on phonorecords released to the public, Writer hereby agrees to honor and uphold the Publishing Agreement to which this is an Addendum.
4. Writer agrees that the Publishing Agreement shall be in force and binding during this option period and will not assign the rights to the aforementioned song to any other until this Addendum has expired without the song being recorded on phonorecords for the public.
5. During this option period, Publisher shall not be required to defend Writer against any legal action against Writer for copyright infringement, or any other proprietary right. After this option period has expired with the song recorded on phonorecord, and the Publishing Agreement to which this is an Addendum is in effect, Publisher will defend the Writer under the terms outlined in Article II of the Publishing Agreement.

We the undersigned do hereby acknowledge and agree to the terms of this Addendum.

Date: \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_  
**PUBLISHER**

BY \_\_\_\_\_  
**WRITER**

## SOUND AND LIGHT CONTRACTING AGREEMENT

Agreement made this \_\_\_\_\_ - \_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Sound Company) (hereinafter referred to as the "Contractor") and \_\_\_\_\_, (hereinafter referred to as the "Buyer") for the purpose of contracting sound reinforcement between the undersigned parties.

1. Contractor hereby agrees to provide all the sound and lighting equipment specified in Exhibit "A", attached hereto and made a part of this Agreement. Contractor warrants that the equipment listed in Exhibit "A" is in good working order and equal to the manufacturer's operating specifications.

2. The Contractor shall have the equipment provided for in Exhibit "A" set up and ready to operated at:

Street: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

by \_\_\_\_\_ am/pm \_\_\_\_\_, 20\_\_\_\_.

3. Load-in may commence at: \_\_\_\_ am/pm \_\_\_\_\_, 20\_\_\_\_.

4. Soundcheck may commence at: \_\_ am/pm \_\_\_\_\_, 20\_\_\_\_

5. Showtime is: \_\_\_\_\_ am/pm \_\_\_\_\_, 20\_\_\_\_.

6. The Contractor shall operate and leave the equipment set up until: \_\_\_\_\_ am/pm \_\_\_\_\_, 20\_\_\_\_ after which the Contractor shall remove all equipment and personnel from the venue by \_\_\_\_\_ am/pm, \_\_\_\_\_, 20\_\_\_\_.

7. Buyer shall pay to Contractor the amount of \$ \_\_\_\_\_ upon the execution of this agreement as a non-refundable deposit for Contractor's services. At the completion of soundcheck, with Contractor's equipment in place and tested, Buyer shall pay to Contractor, in U.S. currency or certified cashier's check the balance of \$ \_\_\_\_\_.

8. Contractor will provide qualified personnel to operate all equipment provided for in this Agreement. No other personnel, including Buyer and/or his employees, shall operate the Contractor's equipment without the express consent of Contractor.

9. Buyer shall provide adequate security to protect the Contractor's equipment and personnel during the term of this Agreement. Buyer will provide the following security personnel at the following times and places:

a) \_\_\_\_ backstage security person(s) at the equipment access door during load-in

b) \_\_\_\_ security person(s) at the main mixing console fifteen (15) minutes before the public is admitted into the venue; to remain there until the public has left the venue.

c) \_\_\_\_ security person(s) at the monitor mixing console 15 minutes before the public is admitted into the venue; to remain there until the public has left the venue.

d) \_\_\_\_ security person(s) in the stage area from showtime until the performance is completed, including encores.

e) \_\_\_\_ security person(s) at the equipment access door during load-out.

10. Buyer shall issue all-access permits to all designated employees of the Contractor in advance of Contractor's arrival at the venue. The personnel designated for such access are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer shall be notified in advance of Contractor's arrival at the venue if there are any changes in the list of Contractor's personnel required to complete the terms of this Agreement. Contractor will use only personnel directly connected to the production of the event under the terms of this Agreement.

11. Buyer shall provide the electrical power and circuits necessary for Contractor to perform his duties hereunder. The Contractor's electrical requirements are listed in Exhibit "B" attached hereto. Buyer will use only licensed and bonded electricians in preparing the Contractor's electrical requirements. Power must be in place and of the specifications in Exhibit "B" one hour before the load-in time specified herein.

12. Buyer will provide adequate parking immediately adjacent to the staging area for the loading and unloading of equipment and parking/vehicle access permits to Contractor and his designated vehicles. Parking shall be reserved in advance for any vehicle the Contractor may need in the performance of his duties hereunder. It is Buyer's responsibility to retain access to and from the stage area and to secure Contractor's parking during the entire term of this Agreement.

13. Contractor is acting as an independent contractor in the performance of his duties herein. Buyer is not responsible for any workman compensation insurance of any kind for Contractor or Contractor's employees or personnel. All expenses pertaining to Contractor's employees and personnel, including but not limited to taxes, insurance, union or guild dues or any other expenses regarding Contractor's employees or personnel are the sole responsibility of the Contractor.

14. This Agreement is for service rendered rain or shine. Contractor has the right to interrupt the performance of his duties hereunder in the event of inclement weather or any other conditions which Contractor or Buyer regard as hazardous to any person or persons. Any such interruption, postponement or cancellation of services shall not affect the Contractor's compensation specified herein.

15. **ADDITIONAL TERMS AND CONDITIONS:**

See Attached Rider (if any)

16. Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement. This Agreement is guided by and governed by the laws of the State of \_\_\_\_\_ and \_\_\_\_\_, County shall be the place of execution and jurisdiction.

17. Should any litigation arise between the parties hereto regarding the performance of this Agreement, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.

18. This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.



STANDARD UNIFORM POPULAR SONGWRITERS CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between \_\_\_\_\_  
(hereinafter called "Publisher"), and \_\_\_\_\_  
jointly and/or severally, hereinafter called "Writer(s)");  
WITNESSETH:

1. The Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s) now entitled: \_\_\_\_\_

including the title, words and music thereof, and the right to secure copyright therein throughout the entire world, and to have and to hold the said copyright and all rights of whatsoever nature thereunder existing, subject to the terms of this agreement.

2. In all respects this contract shall be subject to any existing agreements between all of the parties hereto and the American Society of Composers, Authors and Publisher.

3. The Writer(s) hereby warrants that the said composition is his sole, exclusive and original work, and that he has full right and power to make the within agreement, and that there exists no adverse claim to or in the said composition, except as aforesaid in Clause 2 hereof and except such rights as are specifically set forth in Paragraph 17 hereof.

4. In consideration of this agreement, the Publisher agrees to pay the Writer(s) as follows:

(a) An advance of \$ \_\_\_\_\_ in hand paid, receipt of which is hereby acknowledged, which sum shall be deductible from any payments hereafter becoming due the Writer(s) under this agreement.

(b) In respect of regular piano copies sold and paid for at wholesale in the United States of America, royalties per copy as follows:

Wholesale price \_\_\_\_\_ cents (or more) royalty \_\_\_\_\_ cents per copy

Wholesale price \_\_\_\_\_ cents (or more) royalty \_\_\_\_\_ cents per copy

Wholesale price \_\_\_\_\_ cents (or more) royalty \_\_\_\_\_ cents per copy

Wholesale price \_\_\_\_\_ cents (or more) royalty \_\_\_\_\_ cents per copy

(c) A royalty of \_\_\_\_\_% (in no case however less than 50% jointly) of all net sums received by the Publisher in respect of regular piano copies and/or orchestrations thereof sold and paid for in any foreign country.

(d) A royalty of \_\_\_\_\_ cents per copy of orchestrations thereof in any form sold and paid for in the United States of America.

(e) Said composition shall not be published in any folio or composite work until \_\_\_\_\_ after publication thereof in regular piano copies, and subsequent to said date, only upon such terms and conditions as may hereafter be agreed to in writing by the parties hereto.

(f) Folios and/or composite works as referred to in the next preceding paragraph shall be deemed to include any publication of ten or more compositions within the same volume and/or binding.

(g) In respect of copies sold and rights licensed or sold in the Dominion of Canada, the royalties to be paid to the Writer(s) shall be on the same royalty basis as herein provided for sales or licenses in the United States.

(h) As to "professional material"-not sold or resold, no royalty shall be payable.

(i) An amount equal to \_\_\_\_\_% (in no case, however, less than 50% jointly) of: All receipts of the Publisher in respect of any licenses issued authorizing the manufacture of parts of instruments serving to mechanically reproduce the said composition, or to use the said composition in synchronization with sound motion pictures, or to reproduce it upon so-called electrical transcription for broadcasting purposes; and of any and all receipts of the Publisher from any other source or right now known or which may hereafter come into existence, all such sums to be divided amongst the Writer(s) of said composition as provided in Paragraph 5 hereof; provided, however that if the Publisher administers the said licenses, or any of them, through the agent, trustee or other administrator acting for a substantial part of the industry and not in the exclusive employ of the Publisher the Publisher in determining his receipts, shall be entitled to deduct from gross license fees paid by the licensees a sum equal to the charges paid by the said Publisher to said agent, trustee or administrator said deduction in no event however to exceed 10% of the license fee.

The percentage of the Writer(s) on monies received from foreign sources shall be computed on the Publishers net receipts.

The Writer(s) shall not be entitled to any share of the monies distributed to the Publisher by the American Society of Composers Authors and Publishers or any other performing rights society throughout the world which makes a distribution to writers either directly or through the American Society of Composers, Authors and Publishers of an amount which, in the aggregate, is at least equal to the aggregate amount distributed to Publishers.

(j) Upon the use of the composition in synchronization with motion pictures under any bulk or block license heretofore made, the Writer(s) shall be entitled to receive an amount equal to \_\_\_\_\_% in no case less than 50% jointly) of the license fee for each synchronization by the licensee, but in no event less than the following:

FOR WORLD-WIDE USE

For Entire Uses

In Shorts

\_\_\_\_\_ for each background instrumental or background vocal use.  
 \_\_\_\_\_ for each visual instrumental use.  
 \_\_\_\_\_ for each visual vocal use.

In Features

\_\_\_\_\_ for each background instrumental or background vocal use.  
 \_\_\_\_\_ for each visual use  
 \_\_\_\_\_ for each visual vocal use

For Partial Uses - One half of foregoing rates.

(k) The Publisher agrees that the use of the said composition will not be included in any bulk or block license and that it will not grant any bulk or block license to include the same, except: (1) That the Publisher may permit the use of the said composition in accordance with and subject to the provisions of Subdivision (j) hereof; (2) In connection with the making of records for electrical transcription for broadcasting purposes, the Publisher may grant licenses for specific medleys or selections; and (3) That the Publisher may appoint agents or representatives in countries outside of the United States and Canada to grant licenses for the use of said composition on the customary royalty fee basis. A license or transcription in bulk or block shall be deemed to mean the licensing of two or more compositions where the currently prevailing license fees are not charged separately for each separate use of each composition.

(l) Except to the extent that the Publisher and Writer(s) have heretofore or may hereafter assign to or vest in the American Society of Composers, Authors and Publishers or BMI the said rights or the right to grant licenses therefor it is agreed that no licenses shall be granted without the consent, in each instance, of the Writer(s) for use of the said composition by means of television, or by any means, or for any purposes not commercially established or for which licenses were not granted by the Publisher on musical compositions prior to June 1, 1937.

(m) The Publisher shall not, without the written consent of the Writer(s) in each case, give or grant any right or license (a) to use the title of the musical composition, or (b) for the exclusive use of said composition in any form or for any purpose, or for any period of time, or for any territory, or (c) to give a dramatic representation of the said musical composition or to dramatize the plot or story thereof, or (d) for a vocal visual rendition of said composition in synchronization with a motion picture. If however the Publisher shall give to the Writer(s) written notice, by registered mail or telegram, specifying the right or license to be given or granted, the name of the licensee and the terms and conditions thereof including the price of other compensation to be received therefor, then, unless the Writer(s) (or anyone or more of them, or anyone acting on their behalf) shall, within seventy-two hours (exclusive of Saturdays, Sundays, and holidays) after the delivery of such notice, object thereto, the Publisher may grant such right or license in accordance with the said notice without first obtaining the consent of the Writer(s). Such notice shall be deemed sufficient if sent to \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_

(or at the address last furnished to the Publisher in writing by the Writer(s) or any of them). The tender of delivery of such notice at such address by the post office carrier or the telegraph company messenger shall be deemed a delivery hereunder.

(n) Any portion of the receipts which may become due to the Writer(s) from license fees (in excess of offsets), whether received directly from the licensee or from the agent, administrator and trustee, shall, if not paid immediately on the receipt thereof by the Publisher, belong to the Writer(s) and shall be held in trust for such Writer(s) until payment is made; the ownership of said trust fund by the Writer(s) shall not be questioned whether the monies are physically segregated or not.

5. It is understood and agreed by and between all of the parties hereto that all sums hereunder payable jointly to the Writer(s) shall be divided amongst them respectively as follows:

Name	Share
_____	_____
_____	_____
_____	_____
_____	_____

6. The Publisher shall render the Writer (s), as above, on or before each \_\_\_\_\_ covering the 3 months ending \_\_\_\_\_; each \_\_\_\_\_ covering the 3 months ending \_\_\_\_\_; each \_\_\_\_\_ covering the 3 months ending \_\_\_\_\_; hereafter, so long as he shall continue publication or the licensing of any rights in the said composition, royalty statements accompanied by remittance of the amount due, provided, however, that if it shall have heretofore been the custom of the Publisher to render royalty statements accompanied by remittance semi-annually, such custom may be continued.

7. The Publisher agrees to publish in saleable form the said musical composition within \_\_\_\_\_ from the date hereof. Should he fail so to do the Writer(s) shall have the right in writing to demand the return of said composition, whereupon the Publisher must within one (1) month after receipt of such notice either publish the said composition, in which event this agreement remains in full force and effect, or upon failure so to publish, all rights of any and every nature, and the right to secure copyright and/or any copyright secured by the Publisher before publication, in and to the said composition, shall revert to and become the property of the Writer(s) and shall be reassigned to him.

8. If foreign publication rights in the said composition are separately conveyed, otherwise than as a part of the Publisher's current and/or future catalog, any advance received in respect thereof shall be divided in accordance with Section 4, sub-division (i) hereof and credited to the account(s) of the respective Writer(s).

9. The Writer(s) or his representative may appoint a certified public accountant who shall at any time during usual business hours have access to all records of the Publisher relating to the said composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereto.

10. (a) The Publisher shall, upon written demand of the Writer(s) or his (their) representative, cause the agent, trustee or administrator referred to above, to furnish to the Writer(s) or his (their) representative, statements showing in detail all licenses granted, uses had and payments made in connection with said composition, which licenses or permits were granted, or payments were received, by or through said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of such agent, trustee or administrator all books, records and documents of the agent, trustee or administrator relating thereto.

(b) The Publisher shall from time to time, upon written demand of writer(s) the or his (their) representative, furnish to writer(s) the or his (their) representative, statements showing in detail all licenses granted, uses had and payments made therefor in connection with said composition (other than licences, uses and payments for commercial phonograph records and music rolls) for which licenses or permits were granted or payments received by the Publisher without the intervention of said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of the Publisher, all books, records and documents relating to said composition and all licenses granted, uses had and payments made therefor, such right of inspection to include, but not by way of limitation, the right to examine all original accountings and records relating to uses and payments by manufacturers of commercial phonograph records and music rolls. Nothing in this paragraph contained, furthermore, shall be deemed or construed to relieve the Publisher of its obligation to pay royalties on the use of said composition on commercial phonograph records and music rolls or the obligation to include a statement of such royalties in the periodical royalty statements to be rendered to the Writer(s) in accordance with Paragraph 6 of this agreement.

11. In the event that the Publisher shall fail or refuse, within sixty days after written demand, to furnish said statements, or cause the same to be furnished, or to make available or cause to be made available to the Writer(s) or his (their) representative all of such books, records or documents as aforesaid, or in the event that the Publisher shall fail to make payment of any royalties due within thirty days after written demand therefor, then the Writer(s) shall have the option, to be exercised upon ten days written notice, to terminate this agreement.

Upon such termination, all rights of the Publisher, of any and every nature, in and to said composition, shall cease and terminate and the said rights, including but not limited to the right to secure copyright and/or any copyright theretofore secured by the Publisher, shall revert to and become the property of the Writer(s) and shall be assigned to him (them). The Publisher agrees that it will execute any and all assignments or other documents which may be necessary or proper to vest the said rights in the Writer(s).

12. Written demands and notices provided for in Paragraph 10 and 11 hereof shall be sent to the Publisher by registered mail.

13. Any legal action brought by the Publisher against any alleged infringer of said composition shall be initiated and prosecuted at his sole expense, and of any recovery made by him as a result thereof, after deduction of the expense of the litigation, a sum equal to fifty per cent shall be divided as agreed among the Writer(s) of the said composition.

(a) If a claim is presented against the Publisher alleging that the said composition is an infringement upon some other, and because thereof the Publisher is jeopardized, he shall thereupon serve written notice upon the Writer(s), containing the full details of such claim and thereafter until the claim has been adjudicated or settled shall pay any monies coming due the Writer(s) here under in escrow to any bank or trust company to be held pending the outcome of such claim; provided however, if no suit be filed within twelve months, after written notice to the Writer(s) by the Publisher of the adverse claim, the said bank or trust company shall release and pay to the Writer(s) all sums held in escrow, plus any interest which may have been earned thereupon. Such payment shall be without prejudice to the rights of the Publisher in event of a subsequent adverse adjudication.

(b) From and after the service of summons in a suit for infringement filed against the Publisher in respect of the said composition any and all payments hereunder thereafter coming due the Writer(s) shall be paid by the Publisher in trust to any bank or trust company until the suit has been finally adjudicated and then be disbursed accordingly, unless the Writer(s) shall elect to file an acceptable bond in the sum of such payments, in which event the sums due shall be paid to him.

14. The parties hereto hereby agree to submit to arbitration under the rules of the American Arbitration Association, and pursuant to the New York Arbitration Law any differences arising in relation to the payment of royalties due or in default hereunder, and hereby agree individually and jointly to abide by and perform any award rendered by the arbitration and that a judgment of the Supreme Court of the State of New York may be entered upon such award.

15. This agreement is binding upon the parties hereto and their respective successors in interest.

16. Identical copies hereof are executed by the parties, the original copy of which shall remain in the possession of the Publisher, a duplicate in possession of each of the other signers.

17. The rights specifically expected, as provided in Paragraph 3 hereof, are as follows:

Witness:  
\_\_\_\_\_(L.S.)  
\_\_\_\_\_

Writer \_\_\_\_\_  
Address \_\_\_\_\_

Witness:  
\_\_\_\_\_  
\_\_\_\_\_

Publisher:  
By \_\_\_\_\_  
Address \_\_\_\_\_

STANDARD POPULAR SONGWRITERS CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, Between

WITNESSETH:

1. The Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s) now entitled: \_\_\_\_\_

including the title, words and music thereof, and the right to secure copyright therein throughout the entire world, and to have and to hold the said copyright and all rights of whatsoever nature thereunder existing, subject to the terms of this agreement.

2. In all respects this contract shall be subject to any existing agreements between all of the parties hereto and the American Society of Composers, Authors and Publishers and Broadcast Music, Inc.

3. The Writer(s) hereby warrants that the said composition is his sole, exclusive and original work, and that he has full right and power to make the within agreement, and that there exists no adverse claim to or in the said composition, except as aforesaid in Clause 2 hereof and except such rights as are specifically set forth in Paragraph 17 hereof.

4. In consideration of this agreement, the Publisher agrees to pay the Writer(s) as follows:

(a) An advance of \$ \_\_\_\_\_ in hand paid, receipt of which is hereby acknowledged, which sum shall be deductible from any payments hereafter becoming due the Writer(s) under this agreement.

(b) In respect of regular piano copies sold and paid for at wholesale in the United States of America, royalties per copy as follows:

Wholesale price \_\_\_\_\_ cents (or more) royalty \_\_\_\_\_ cents per copy

Wholesale price \_\_\_\_\_ cents (or more) royalty \_\_\_\_\_ cents per copy

Wholesale price \_\_\_\_\_ cents (or less) royalty \_\_\_\_\_ cents per copy

(c) A royalty of \_\_\_\_\_% (in no case however less than 50% jointly) of all net sums received by the Publisher in respect of regular piano copies and/or orchestrations thereof sold and paid for in any foreign country.

(d) A royalty of \_\_\_\_\_ cents per copy of orchestrations thereof in any form sold and paid for in the United States of America.

(e) Said composition shall not be published in any folio or composite work until \_\_\_\_\_ after publication thereof in regular piano copies, and subsequent to said date, only upon such terms and conditions as may hereafter be agreed to in writing by the parties hereto.

(f) Folios and/or composite works as referred to in the next preceding paragraph shall be deemed to include any publication of ten or more compositions within the same volume and/or binding.

(g) In respect of copies sold and rights licensed or sold in the Dominion of Canada, the royalties to be paid to the Writer(s) shall be on the same royalty basis as herein provided for sales or licenses in the United States.

(h) As to "professional material"-not sold or resold, no royalty shall be payable.

(i) An amount equal to \_\_\_\_\_% (in no case, however, less than 50% jointly) of:

All receipts of the Publisher in respect of any licenses issued authorizing the manufacture of parts of instruments serving to mechanically reproduce the said composition, or to use the said composition in synchronization with sound motion pictures, or to reproduce it upon so-called electrical transcription for broadcasting purposes; and of any and all receipts of the Publisher from any other source or right now known or which may hereafter come into existence, all such sums to be divided amongst the Writer(s) of said composition as provided in Paragraph 5 hereof; provided, however that if the Publisher administers the said licenses, or any of them, through the agent, trustee or other administrator acting for a substantial part of the industry and not in the exclusive employ of the Publisher, the Publisher, in determining his receipts, shall be entitled to deduct from gross license fees paid by the licensees a sum equal to the charges paid by the said Publisher to said agent, trustee or administrator said deduction in no event however to exceed 10% of the license fee.

The percentage of the Writer(s) on monies received from foreign sources shall be computed on the Publishers net receipts.

The Writer(s) shall not be entitled to any share of the monies distributed to the Publisher by the American Society of Composers Authors and Publishers or any other performing rights society throughout the world which makes a distribution to writers either directly or through the American Society of Composers, Authors and Publishers of an amount which, in the aggregate, is at least equal to the aggregate amount distributed to Publishers.

(j) Upon the use of the composition in synchronization with motion pictures under any bulk or block license heretofore made, the Writer(s) shall be entitled to receive an amount equal to \_\_\_\_\_% (in no case less than 50% jointly) of the license fee for each synchronization by the licensee, but in no event less than the following:

FOR WORLD-WIDE USE

For Entire Uses

In Shorts

\_\_\_\_\_ for each background

\_\_\_\_\_ for each background instrumental or background vocal use.

\_\_\_\_\_ for each visual instrumental use.

\_\_\_\_\_ for each visual vocal use.

For Partial Uses - One half of foregoing rates.

(k) The Publisher agrees that the use of the said composition will not be included in any bulk or block license and that it will not grant any bulk or block license to include the same, except: (1) That the Publisher may permit the use of the said composition in accordance with and subject to the provisions of Subdivision (j) hereof; (2) In connection with the making of records for electrical transcription for broadcasting purposes, the Publisher may grant licenses for specific medleys or selections; and (3) That the Publisher may appoint agents or representatives in countries outside of the United States and Canada to grant licenses for the use of said composition on the customary royalty fee basis.

A license or transcription in bulk or block shall be deemed to mean the licensing or two or more compositions where the currently prevailing license fees are not charged separately for each separate use or each composition.

(l) The Publisher shall not, without the written consent of the Writer(s) in each case, give or grant any right or license (a) to use the title of the musical composition, or (b) for the exclusive use of said composition in any form or for any purpose, or for any period of time, or for any territory, or (c) to give a dramatic representation of the said musical composition or to dramatize the plot or story thereof or (d) for a vocal visual rendition of said composition in synchronization with a motion picture. If however the Publisher shall give to the Writer(s) written notice, by registered mail or telegram, specifying the right or license to be given or granted, the name of the licensee and the terms and conditions thereof including the price or other compensation to be received therefor, then, unless the Writer(s) (or anyone or more of them, or anyone acting on their behalf) shall, within seventy-two hours (exclusive of Saturdays, Sundays, and holidays) after the delivery of such notice, object thereto, the Publisher may grant such right or license in accordance with the said notice without first obtaining the consent of the Writer(s). Such notice shall be deemed sufficient if sent to \_\_\_\_\_

at \_\_\_\_\_

(or at the address last furnished to the Publisher in writing by the Writer(s) or any of them). The tender of delivery of such notice at such address by the post office carrier or the telegraph company messenger shall be deemed a delivery hereunder.

(m) Any portion of the receipts which may become due to the Writer(s) from license fees (in excess of offsets), whether received directly from the licensee or from the agent, administrator and trustee, shall, if not paid immediately on the receipt thereof by the Publisher, belong to the Writer(s) and shall be held in trust for such Writer(s) until payment is made; the ownership of said trust fund by the Writer(s) shall not be questioned whether the monies are physically segregated or not.

5. It is understood and agreed by and between all of the parties hereto that all sums hereunder payable jointly to the Writer(s) shall be divided amongst them respectively as follows:

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6 The Publisher shall render the Writer (s), as above, on or before each \_\_\_\_\_ covering the 3 months ending \_\_\_\_\_; each \_\_\_\_\_ covering the 3 months ending \_\_\_\_\_; each \_\_\_\_\_ covering the 3 months ending \_\_\_\_\_; hereafter, so long as he shall continue publication or the licensing of any rights in the said composition, royalty statements accompanied by remittance of the amount due, provided, however, that if it shall have heretofore been the custom of the Publisher to render royalty statements accompanied by remittance semi-annually, such custom may be continued.

7. The Publisher agrees to publish in saleable form the said musical composition within \_\_\_\_\_

from the date hereof. Should he fail so to do the Writer(s) shall have the right in writing to demand the return of said composition, whereupon the Publisher must within one (1) month after receipt of such notice either publish the said composition, in which event this agreement remains in full force and effect, or upon failure so to publish, all rights of any and every nature, and the right to secure copyright and/or any copyright secured by the Publisher before publication, in and to the said composition, shall revert to and become the property of the Writer(s) and shall be reassigned to him.

8. If foreign publication rights in the said composition are separately conveyed, otherwise than as a part of the Publisher's current and/or future catalog, any advance received in respect thereof shall be divided in accordance with Section 4, sub-division (i) hereof and credited to the account(s) of the respective Writer(s).

9. The Writer(s) or his representative may appoint a certified public accountant who shall at any time during usual business hours have access to all records of the Publisher relating to the said composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereto.

10 (a) The Publisher shall, upon written demand of the Writer(s) or his (their) representative, cause the agent, trustee or administrator referred to above, to furnish to the Writer(s) or his (their) representative, statements showing in detail all licenses granted, uses had and payments made in connection with said composition, which licenses or permits were granted, or payments were received, by or through said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of such agent, trustee or administrator all books, records and documents of the agent, trustee or administrator relating thereto.

(b) The Publisher shall from time to time, upon written demand of the Writer(s) or his (their) representative, furnish to the Writer(s) or his (their) representative, statements showing in detail all licenses granted, uses had and payments made therefor in connection with said composition (other than licences, uses and payments for commercial phonograph records and music rolls) for which licenses or permits were granted or payments received by the Publisher without the intervention of said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of the Publisher, all books, records and documents relating to said composition and all licenses granted, uses had and payments made therefor, such right of inspection to include, but not by way of limitation, the right to examine all original accountings and records relating to uses and payments by manufacturers of commercial phonograph records and music rolls. Nothing in this paragraph contained, furthermore, shall be deemed or construed to relieve the Publisher of its obligation to pay royalties on the use of said composition on commercial phonograph records and music rolls or the obligation to include a statement of such royalties in the periodical royalty statements to be rendered to the Writer(s) in accordance with Paragraph 6 of this agreement.

11. In the event that the Publisher shall fail or refuse, within sixty days after written demand, to furnish said statements, or cause the same to be furnished, or to make available or cause to be made available to the Writer(s) or his (their) representative all of such books, records or documents as aforesaid, or in the event that the Publisher shall fail to make payment of any royalties due within thirty days after written demand therefor, then the Writer(s) shall have the option, to be exercised upon ten days written notice, to terminate this agreement.

Upon such termination, all rights of the Publisher, of any and every nature, in and to said composition, shall cease and terminate and the said rights, including but not limited to the right to secure copyright and/or any copyright theretofore secured by the Publisher, shall revert to and become the property of the Writer(s) and shall be assigned to him (them). The Publisher agrees that it will execute any and all assignments or other documents which may be necessary or proper to vest the said rights in the Writer(s).

12. Written demands and notices provided for in Paragraph 10 and 11 hereof shall be sent to the Publisher by registered mail.

13. Any legal action brought by the Publisher against any alleged infringer of said composition shall be initiated and prosecuted at his sole expense, and of any recovery made by him as a result thereof, after deduction of the expense of the litigation, a sum equal to fifty per cent shall be divided as agreed among the Writer(s) of the said composition.

(a) If a claim is presented against the Publisher alleging that the said composition is an infringement upon some other, and because thereof the Publisher is jeopardized, he shall thereupon serve written notice upon the Writer(s), containing the full details of such claim and thereafter until the claim has been adjudicated or settled shall pay any monies coming due the Writer(s) here under in escrow to any bank or trust company to be held pending the outcome of such claim; provided however, if no suit be filed within twelve months, after written notice to the Writer(s) by the Publisher of the adverse claim, the said bank or trust company shall release and pay to the Writer(s) all sums held in escrow, plus any interest which may have been earned thereupon. Such payment shall be without prejudice to the rights of the Publisher in event of a subsequent adverse adjudication.

(b) From and after the service of summons in a suit for infringement filed against the Publisher in respect of the said composition any and all payments hereunder thereafter coming due the Writer(s) shall be paid by the Publisher in trust to any bank or trust company until the suit has been finally adjudicated and then be disbursed accordingly, unless the Writer(s) shall elect to file an acceptable bond in the sum of such payments, in which event the sums due shall be paid to him.

14. The parties hereto hereby agree to submit to arbitration under the rules of the American Arbitration Association, and pursuant to the New York Arbitration Law any differences arising in relation to the payment of royalties due or in default hereunder, and hereby agree individually and jointly to abide by and perform any award rendered by the arbitration and that a judgment of the Supreme Court of the State of New York may be entered upon such award.

15. This agreement is binding upon the parties hereto and their respective successors in interest.

16. Identical copies hereof are executed by the parties, the original copy of which shall remain in the possession of the Publisher, a duplicate in possession of each of the other signers.

17. The rights specifically expected, as provided in Paragraph 3 hereof, are as follows:

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

By \_\_\_\_\_

POPULAR SONGWRITER'S CONTRACT

AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ herein designated as the PUBLISHER, and \_\_\_\_\_ author and/or composer, hereinafter jointly designated as the COMPOSER.

WITNESSETH:

1. The COMPOSER hereby sells, assigns, transfers and delivers to the PUBLISHER, its successors and assigns, the original musical composition written and composed by \_\_\_\_\_ at present entitled \_\_\_\_\_

\_\_\_\_\_ which title may be changed by the PUBLISHER; including the title, words and music thereof, and all rights therein, and all copyrights and the rights to secure copyrights and any extensions and renewals of copyrights in the same and in any arrangements and adaptations thereof, throughout the world; and any and all other rights that the COMPOSER now has or to which he may be entitled or that he hereafter could or might secure with respect to this composition, if these presents had not been made, throughout the world; and to have and to hold the same absolutely unto the PUBLISHER its successors and assigns.

2. The COMPOSER hereby covenants, represents and warrants that the composition hereby sold is an original work and that neither said work nor any part thereof infringes upon the title of the literary or musical property or the copyright in any other work, and that he is the sole writer and composer and the sole owner thereof and of all the rights therein, and has not sold, assigned, set over, transferred, hypothecated or mortgaged any right, title or interest in or to the said composition or any part thereof, or any of the rights herein conveyed, and that he has not made or entered into any contract or contracts with any other person, firm or corporation whomsoever, affecting said composition or any right, title or interest therein, or in the copyright thereof, and that no person, firm or corporation other than the COMPOSER has or has had claims, or has claimed any right, title or interest in or to said work or any part thereof or any use thereof or any copyright therein, and that said work has never been published, and that the Composer has full right, power and authority to make this present instrument of sale and transfer.

3. In consideration of this agreement, the PUBLISHER agrees to pay the COMPOSER as follows:

- (a) An advance of \_\_\_\_\_ is hand paid, receipt of which is hereby acknowledged; or any other sum heretofore or hereafter advanced to the COMPOSER, which total sums shall be deductible from any payments hereafter becoming due to the COMPOSER under this agreement.
- (b) A royalty of \_\_\_\_\_ cents per copy on all regular piano copies sold and paid for in the United States of America.
- (c) A royalty of \_\_\_\_\_ cents per copy on any form of orchestration thereof sold and paid for in the United States of America.
- (d) A royalty of \_\_\_\_\_ for each use of the lyrics and music together, in any song book, song sheet, folio or similar publication containing at least five musical compositions.

(e) For purposes of royalty statements, if a composition is printed and published in the United States, as to copies and rights sold in Dominion of Canada, revenue therefrom shall be considered as of domestic origin. If, however, the composition is printed by a party other than the PUBLISHER in the Dominion of Canada, revenue therefrom shall be considered as originating in a foreign country.

(f) An amount equal to \_\_\_\_\_% of all net receipts of the PUBLISHER in respect of any license issued authorizing the manufacture of the parts of instruments serving to mechanically reproduce the said composition, or to use the said composition in synchronization with sound motion pictures, or to reproduce it upon so called "electrical transcriptions" for broadcasting purposes; and of any and all net receipts of the PUBLISHER from any other source or right now known or which may hereafter come into existence.

(g) A royalty of \_\_\_\_\_% of all net sums received by the PUBLISHER on regular piano copies and/or orchestrations thereof, and for the use of said composition in any folio or composite work, sold and paid for in any foreign country.

(h) In the event that the said Composition shall not now have lyrics, and lyrics are added to the said composition, the above royalties shall be divided equally between the COMPOSER and the other writers and composers.

4. It is specifically understood and agreed that the intention of this agreement is not, and the COMPOSER shall not be entitled to receive any part of the monies received by the PUBLISHER from the American Society of Composers, Authors and Publishers, or any other performance right society from which the PUBLISHER shall receive payments for the use of said musical composition in all countries of the world.

5. It is agreed that no royalties are to be paid for professional copies, copies disposed of as new issues, copies distributed for advertising purposes, or lyrics or music separately printed in any folio, book, newspaper, song sheet, lyric folio or magazine, or any other periodical, except as above set forth. It is also distinctly understood that no royalties are payable on consigned copies unless paid for, and not until such time as an accounting therefor can properly be made.

6. The PUBLISHER agrees that it will render to the COMPOSER semi-annually on or about the 15th day of February and August of each year, a statement showing all sales showing all sales and royalties earned by the said COMPOSER to the preceding December 31st and June 30th and will pay to him at the same time all royalties then due and owing.

7. The COMPOSER hereby expressly grants and conveys to the PUBLISHER the copyright of the aforesaid composition, with renewals, and with the right to copyright and renew the same, and the right to secure all copyrights and renewals of copyright and any and all rights therein that the COMPOSER may at any time be entitled to, and agrees to sign any and all other papers which may be required to effectuate this agreement. And the COMPOSER does hereby Irrevocably authorize and appoint the PUBLISHER, its successors or assigns, his attorneys and representatives in their name or in his name to take and do such actions, deeds and things and make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to secure the renewals and extensions of the copyright in the aforesaid composition, and to assign to the PUBLISHER, its successors and assigns, said renewal copyrights and all rights therein for the term of such renewals and extensions and the COMPOSER agrees upon the expiration of the first term of any copyright in the aforesaid composition in this or in any contract, to do, make, execute, acknowledge and deliver, or to procure the due execution, acknowledgement and delivery to the PUBLISHER, of all papers necessary in order to secure to it the renewals and extension of all copyrights in said compositions and all rights therein for the terms of such renewals and extensions.

8. The PUBLISHER agrees to publish the said musical composition in saleable form within one year after the receipt of lead sheet of the said composition. Should it fail to do so, the COMPOSER shall have the right, in writing, by registered mail, to demand the return of such unpublished composition, whereupon the PUBLISHER must within sixty days after receipt of such notice either publish the said composition, in which event this agreement shall remain in full force and effect, or upon failure so to publish, all rights of any and every nature granted to the PUBLISHER herein in connection with the said unpublished composition shall revert to and become the property of the COMPOSER and shall be reassigned to him.

In connection with the foregoing it is distinctly understood and agreed that if the PUBLISHER shall secure a commercial phonograph recording, or an electrical transcription, or, a synchronization in a motion picture, of the said composition; such recording, transcription or synchronization shall, for the purposes of this agreement, be deemed publication by the PUBLISHER.

9. The COMPOSER agrees that he will not transfer nor assign this agreement nor any interest therein nor any sums that may be or become due hereunder without the written consent of the PUBLISHER first hereon endorsed, and no purported assignment or transfer in violation of this restriction shall be valid to pass any interest to the assignee or transferee.

10. The COMPOSER hereby authorized the PUBLISHER at its absolute discretion and at the COMPOSER'S sole expense to employ attorneys and to institute or defend any action or proceeding and to take any other proper steps to protect the right, title and interest of the PUBLISHER in and to the above entitled composition and every portion thereof acquired from the COMPOSER pursuant to the terms hereof and in that connection to settle, compromise or in any other manner dispose of any matter, claim, action, or proceeding and to satisfy any judgement that may be rendered and all of the expense so incurred and other sums so paid by the PUBLISHER the COMPOSER hereby agrees to pay to the PUBLISHER on demand, further authorizing the PUBLISHER, whenever in its opinion its right, title or interest to any of the writer's composition are questioned or there is a breach of any of the covenants, warranties or representations contained in this contract or in any other similar contract heretofore or hereafter entered into between the PUBLISHER and the COMPOSER, to withhold any and all royalties that may be or become due to the COMPOSER pursuant to all such contracts until such question shall have been settled or such breach repaired, and to apply such royalties to the repayment of all sums due to the PUBLISHER hereunder.

11. The term COMPOSER shall be understood to include all the authors and composers of the musical composition above referred to. If there be more than one, the covenants herein contained shall be deemed to be both joint and several on the part of the writers and composers and the royalties hereinabove specified to be paid to the COMPOSER, shall, unless a different division of royalty be specified, be due to all the writers and composers collectively, to be paid by the PUBLISHER, in equal shares to each. This agreement may be executed by writers and composers in several counterparts.

12. All questions and differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents or the subject matter thereof, or arising out of or in relation thereto, and whether as to construction or otherwise, may be referred to arbitration under the provisions and the supervision of the American Arbitration Association.

13. This agreement contains the entire understanding between the parties, and all of its terms, conditions and covenants shall be binding upon and shall inure to the benefit of the respective parties and their heirs, successors and assigns. No modification or waiver hereunder shall be valid unless the same is in writing and is signed by the parties hereto.

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

\_\_\_\_\_  
witness

By \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Composer \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Composer \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Composer \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Publisher \_\_\_\_\_  
Address \_\_\_\_\_

STUDIO CONTRACT

This agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ between \_\_\_\_\_ herein referred to as "Client" and \_\_\_\_\_ herein referred to as "Studio."

- 1. Client agrees to the hourly rate of \$\_\_\_\_\_ an hour, or \$\_\_\_\_\_ each day, at \_\_\_\_\_ hours per billable day.
2. Client is responsible for all monies due to Studio, and shall make payment to Studio as follows: (delete non-applicable terms) (a) in advance; (b) upon conclusion of recording session; (c) within \_\_\_\_\_ days after the end of the recording session; (d) within \_\_\_\_\_ days of completion of recording project.
3. Studio shall endeavor to secure all recording media (all master tapes, slaves, final mixes, DATs, cassettes, and all other magnetic media storage devices) owned by Client, and left or stored on studio premises, but is not responsible for loss or damage.
4. In the event of loss to or damage of Clients recording media due to willful negligence, Studio shall be responsible for replacement of no more than the value of the total replacement cost of the unrecorded tape and studio time to date devoted to said recording media.
5. Studio shall endeavor to secure all other property left on premises by Client, (other than recording media) but is not responsible for loss due to theft, fire, act of God or other unnamed occurrence.
6. Clients recording media left on premises \_\_\_\_\_ days after completion of last recording session or service shall become the property of Studio if all monies due Studio have not been paid.
7. Clients recording media left on premises \_\_\_\_\_ days after completion of last recording session or service shall become the property of Studio if all monies due Studio have been paid.
8. All rented tapes shall be erased \_\_\_\_\_ days after completion of last recording session or service unless Client makes purchase payment for said tape(s) at full retail purchase price set forth by Studio within \_\_\_\_\_ days after completion of last recording session or service.
9. In the event Clients recording media have been stored on premises, Studio shall not release said media until all monies due Studio have been paid.
10. Receipt of recording media from Studio to Client is acknowledgement between both parties that the quality of all services rendered by Studio is satisfactory to Client and shall release studio from any and all liability regarding said recording media and services rendered.
11. In the event of cancellation of recording session or other scheduled service by Client, Client shall be responsible for \_\_\_\_\_ % of cost of services scheduled if cancellation occurs within \_\_\_\_\_ hours of the scheduled recording session or service.
12. Client shall be responsible for any loss or damage to Studio property incurred by Client, employees of Client, guests of Client, or agents of Client acting under Clients instruction, as a result of misuse, negligence, and or carelessness.
13. This constitutes the entire agreement between Client and Studio, and may not be modified, changed, or terminated in any way unless there is a written agreement signed by both parties.

The signatures below confirm all parties involved understand this agreement in full and feel it is fair and just.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

By: \_\_\_\_\_ Studio

By: \_\_\_\_\_ Client

Address: \_\_\_\_\_

**SUB-PUBLISHING CONTRACT**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Owner"), and \_\_\_\_\_ (hereinafter called the "sub-publisher").

**WHEREAS**, the sub-publisher is desirous of obtaining certain rights in the musical composition (hereinafter called the "Composition"), now entitled:

**SONG TITLE**

\_\_\_\_\_

a song by \_\_\_\_\_, for the term herein set forth, and for the territory of:

**EXTENT OF LICENSING TERRITORY**

only, (herein called the "Territory").

**NOW THEREFORE**, in consideration of the sum of One Dollar and other good and valuable considerations, each to the other in hand paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Owner hereby grants to the Sub-Publisher, for the licensed territory only, and for a term equal to the balance of the term of the first United States published copyright of the Composition, all rights existing under the copyrights of the Song for the Territory, including, but not limited, the words and music thereof, the right to print, publish, and vend the Composition in the licensed Territory, and all performing rights, and synchronization rights and mechanical rights of the Composition in the licensed Territory and all claims and demands relating thereto; except only as limited in this Agreement.

2. The foregoing assignment is made subject to the following terms and conditions:

(a) The Owner reserves all rights in and to all copyrights of the Composition and all the rights of any and every nature thereunder existing, for all the countries of the world outside the licensed Territory.

(b) The Owner reserves the exclusive right to license world-wide uses of the title of the Composition as a title for Motion Pictures.

(c) The grant of performing rights is subject to the rights of \_\_\_\_\_. The Sub-Publisher shall cause the performing and broadcast rights of the Song to be registered with the performing rights societies in the licensed Territory so as to provide that the entire publisher's share of performing fees and broadcasting fees shall be credited and paid to the Owner. The Sub-Publisher shall account to the Owner with respect thereto in accordance with Paragraph " 3 (b) (iii)".

(d) The Sub-Publisher shall have the right to issue non-exclusive world-wide licenses for the synchronization of the Composition with sound motion pictures. If such motion pictures are produced and originate in the Territory. The Owner reserves unto itself the exclusive right to grant licenses for the entire world for the synchronization of the Composition with sound motion pictures, if such sound motion pictures are produced and originate outside of the Territory, and the Subpublisher shall not be entitled to share in any world-wide fees received by Owner in respect of any such world-wide licenses.

3. The Sub-Publisher agrees to pay the Owner the following royalties in respect of the Composition.
  - (a) An amount equal to TEN (10%) percent of the marked retail selling price of each and every copy of whatsoever kind and nature of the Composition, sold and paid for under the authority of this Agreement.
  - (b) An amount equal to FIFTY (50%) PERCENT of all moneys received by the Second Party for
    - (i) mechanical licenses issued by Sub-Publisher in respect of the Composition,
    - (ii) synchronization licenses issued by it in respect of sound motion pictures produced and originated in the Territory, and
    - (iii) performing fees and broadcasting fees received by Sub-Publisher in respect of public performances for profit of the Territory.
4. The Sub-Publisher may reprint the Song in any folio, and in such event, the Sub-Publisher shall pay the Owner, a royalty of that proportion of TEN (10%) PERCENT of the net wholesale selling price of such folios sold and paid for as the Composition shall bear to all of the musical compositions contained in such folios.
5. The Sub-Publisher shall have the right to arrange and adapt the Composition, and to translate the lyrics of the Composition into languages of the Territory, or have a new title and lyrics written therefore, and said arrangements, adaptations, translations and new title and lyrics shall be the property of the Owner, subject to the rights of the Sub-Publisher hereunder.
6. The Sub-Publisher shall keep true and accurate books of account, which shall at all times be open to inspection during regular business hours by the Owner. The Sub-Publisher shall prepare and forward to the Owner a detailed and itemized statement semi-annually in each year, in or about 45 days after the end of each calendar half-year, for said calendar half-year, and each statement shall be accompanied by a remittance in the currencies of the Territory for all amounts to be due thereunder less taxes, if any. Said accounting and payment, in the absence of written objection thereto by the Owner within ONE YEAR from the receipt thereof, shall constitute an account stated as to all royalties due for the period encompassed by such statement and/or payment.
7. The Sub-Publisher agrees that on each copy of the Composition published by the Sub-Publisher, there shall be printed the notice of copyright prescribed by the Owner, together with a notification of the assignment of the rights for the Territory.
8. The Sub-Publisher agrees to deliver to the Owner, without any charge, a copy of all editions of the Composition printed by it pursuant to the authority of this Agreement.
9. The Sub-Publisher may assign any of its rights hereunder to any other publishers for any countries of the Territory, provided that the Sub-Publisher shall remain primarily liable for the payment of royalties hereunder.
10. With respect to the Territory, the Owner Warrants that the Composition is and shall be new and original, that it does not and shall not infringe any other copyrighted work, and that the Owner has the full right and power to enter into this Agreement and grant the rights herein granted by it. The Owner shall hold the Sub-Publisher, its successors, assigns, licensees and nominees free and harmless from any and all claims, costs, and damages arising from any breach of the aforementioned warranties.

11. The Owner hereby appoints the Sub-Publisher and its assigns, its agent and attorney-in-fact, to institute in the name of the Owner, as copyright owner of the Composition, any suit, action or proceeding in the Territory, which the Sub-Publisher or its assigns shall in its discretion deem necessary for the protection of rights herein assigned to it, and the Sub-Publisher hereby agrees to indemnify and hold harmless the Owner of and from any and all obligation to pay any costs, expenses or disbursements with respect to any such suit, action or proceeding, This paragraph shall in no way relieve the Owner from any responsibility to the Sub-Publisher with respect to any breaches by the Owner of the any of the terms of this Agreement.

**12. ALL ROYALTIES PAYABLE UNDER THIS AGREEMENT SHALL BE BASED ON INCOME RECEIVED AT THE SOURCE.**

13. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

15. Sub-Publisher promises to make all of its contracts, correspondences, bills, invoices, books and files concerning the Composition available to representatives of Owner upon one week's notice.

16. Sub-Publisher agrees to pay Owner at the time Sub-Publisher and Owner have both signed and executed this Agreement an advance of \_\_\_\_\_ .

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers the day and year above set forth.

**OWNER**\_\_\_\_\_

**SUB-PUBLISHER**\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Address:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TALENT - RECORD COMPANY CONTRACT

Date: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

1. This is an agreement between the undersigned TALENT and the undersigned RECORD COMPANY (hereinafter referred to as RC).

2. This agreement concerns the following sides:

SONG: \_\_\_\_\_

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

SONG: \_\_\_\_\_

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

3. RC promises to pay to TALENT:

(a) Per record containing both sides sold and paid for in the United States

i. Cents (if in cents): \_\_\_\_\_ or

ii. Percentage of retail price less excise tax (if in percentage): \_\_\_\_\_

(b) One-half of both sides rate on records using only one side.

(c) Pro-rata rate based on the number of songs on the \_\_\_\_\_ using some songs not covered by this agreement IF the rate is in percentages. Same number of cents per IF the rate is in cents.

(d) One-half the United States rate for outside United States records.

(e) "Reasonable rate" as determined by American Arbitration Association governed arbitration for exploitation not covered by 3(a) to (d).

These payments shall be in addition to any payments made to TALENT at or about the time of the session because of AFM or AFTRA regulations.

4. Cross out one and initial at the right side of this page:

(a) TALENT has already completed the work desired by RC.

(b) TALENT promises to complete the work in accordance with RC wishes, and RC promises to immediately notify TALENT in writing in the event RC believes that TALENT is not complying with this promise.

5. In the event the parties agree on the label credit to be given to TALENT, the label credit is set forth here:

6. RC shall both render statements showing in detail the rate(s) at which RC is paying TALENT and the number of records at each rate and render payment for each calendar half no later than 60 days after the end of each January-June period and July-December period. RC shall pay interest at the legal rate from the beginning of the 61st day on all principal due on said 60th day.

7. RC promises to cooperate fully at any time TALENT desires to have a representative audit the books or desires to audit the books himself. "Books" shall include any and all papers, statements, checks and books.

IN WITNESS WHEREOF we have entered into this contract as of the above date.

RECORD COMPANY: \_\_\_\_\_

TALENT: \_\_\_\_\_

**TALENT RELEASE CONTRACT**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows: I hereby give and forever grant to [Client] ("Client"), its advertising agency, licensees and producers or publishers of its promotional materials and their successors and assigns, the right to use, publish and copyright my picture, portrait and likeness, in whole or part, including alterations, modifications, derivations and composites thereof, in advertising and promotion of [Name of Product or Service] throughout the world. This right shall include the right to combine my likeness with others and to alter my likeness, by digital means or otherwise, for the purposes set forth herein.

Date: \_\_\_\_\_  
Name

If model/talent is not yet eighteen (18) years old, the child's parent or guardian must complete and sign the following form:

I, [Parent or Guardian] , hereby warrant that I am the [Parent or Guardian] of [Talent/Model], a minor, and have full authority to authorize the above Release which I have read and approved. I hereby release and agree to indemnify the licensed parties and their respective successors and assigns, from and against any and all liability arising out of the exercise of the rights granted by the above Talent Release.

Date: \_\_\_\_\_  
Parent or Guardian

TALENT RELEASE CONTRACT

Date: \_\_\_\_\_

The undersigned person, herein called TALENT, whether he is vocalist, musician, soloist, group member, leader, sideman, arranger, or other worker, has contributed or will contribute his talents to the following master(s) for reasons best known to him, (possibly because others contributed or will contribute their work, studio, etc. to record a master of a song written by the undersigned). TALENT authorizes MASTER OWNER, assignees, licensees to utilize the sound recordings in every way.

<u>SONG</u>	<u>SONGWRITER(S)</u>	<u>PUBLISHER</u>	<u>ARTIST</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

The undersigned TALENT waives any and all right to money, royalties or other compensation for his time and work, and assigns any rights he may still have to money and in the master to MASTER OWNER.

This contract does not concern songwriting or publishing rights.

AGREED - MASTER OWNER: BY: \_\_\_\_\_

Signer's Capacity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security No: \_\_\_\_\_

AGREED - Each TALENT signing here:

<u>TALENT NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>SSI#</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

## Musical Technical Advisor and Consultant Letter of Agreement

This is to confirm the agreement between \_\_\_\_\_ herein referred to as "Company" and \_\_\_\_\_ herein referred to as "Consultant." Regarding Companies engagement of Consultants services as Musical Technical Advisor and Consultant of

\_\_\_\_\_ herein referred to as "Program."

1. Consultant shall render services as Musical Technical Advisor and Consultant of the Program, to attend the recording and mixing session on \_\_\_\_\_ in the year of \_\_\_\_\_, and to perform such functions and carry out such instructions in connection with said services, including the following:
  - a. Consultation as to the instrumentation of the orchestra; and
  - b. Consulting with and advising the Composers of the music recorded with regard to the arrangement of main and end theme (s), bumpers, buttons, cues, trailers, and any and all other music pertaining to Program recorded or mixed at the afore-mentioned mixing session.
2. It is understood that Consultant shall be responsible for engaging the musicians, recording studio, and engineer.
3. All costs for musicians, recording studio, engineer, instrument rentals, cartage, and tape stock shall be paid by Company directly.
4. It is understood that Consultant shall receive screen credit for services rendered. Said credit shall be worded as :
5. Payment from Company to Consultant shall be \$\_\_\_\_\_ dollars, to be paid upon completion of mixing session.
6. Once payment has been rendered, Company shall have no further obligations to Consultant, other than those herein.
7. Consultant hereby grants to Company all rights in and to the proceeds of consultants services hereunder perpetually and throughout the universe, and to use the proceeds thereof, in any manner or kind that Company may determine without any further compensation to Consultant of any kind.

The foregoing correctly reflects the mutual understanding between the parties hereto, on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Company

**MOTION PICTURE/TV-FILM SYNCHRONIZATION LICENSE**

In consideration of the sum of \$ \_\_\_\_\_, payable on the execution and delivery hereof and upon the agreement hereto and the acceptance hereof as indicated below, the undersigned, for and on behalf of the publisher(s) referred to herein, does hereby give and grant unto:

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the non-exclusive, irrevocable right and license to record the following copyrighted musical composition(s) in synchronism or timed-relation with a single episode, program or motion picture made and produced solely for television purposes by the said licensee and now entitled:

TITLE	WRITERS	PUBLISHER	USE

Subject to the following terms and conditions:

This license is granted upon the express condition that the said recording(s) are to be used solely in synchronism or timed relation with said television-film, that no sound records produced pursuant to their license are to be manufactured, sold, licensed or used separately or apart from the said television-film, and upon the further condition that the said television film shall not be exhibited in or televised into theaters or other public places of amusement where motion pictures are customarily shown or places where an admission is charged.

This is a license to record only, and the exercise of the recording rights herein granted is conditioned upon the performance of said musical composition(s) over television stations having valid licenses from the person, firm, corporation or other entity having the legal right to issue performance right licenses on behalf of the owner of such rights in the respective territories in which said musical composition(s) shall be performed hereunder, or for the United States from the owner thereof.

However, the said recording(s) may not be performed by means of so-called "pay" or "subscription" television, or by means of audio visual devices or contrivances such "EVR" or any method or devise similar or analogous there to or otherwise used except in the performance thereof originating from and as actually broadcast by a television station.

This license is granted for the territory of: \_\_\_\_\_

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The term of this license shall be for the period of \_\_\_\_\_ years from the date hereof, and upon such termination any and all rights given and granted hereunder shall forthwith cease and terminate, including the right to make or authorize any use or distribution whatsoever of said recording(s) of said musical composition(s) in said television-film otherwise.

This license cannot be transferred or assigned by affirmative act or by operation of law, without the express consent of the undersigned in writing.

The undersigned warrants that said publisher(s) are the owners of the recording rights herein licensed, and this license is given without other warranty or recourse, except for their agreement to repay the consideration paid hereunder in respect of any of said musical compositions, if said warranty shall be breached with respect thereto, with the liability for breach of said warranty being limited in any event to the amount of the consideration paid hereunder; with respect to such musical compositions: and the undersigned reserves all rights and uses whatsoever in and to the said musical composition(s) not herein specifically granted.

City: \_\_\_\_\_

State: \_\_\_\_\_

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

AGREED TO AND ACCEPTED:

\_\_\_\_\_

By: \_\_\_\_\_

**UNION BOOKING CONTRACT**

This contract for the personal services of musicians on the engagement described below, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the undersigned Purchaser of Music (herin called "Employer") and \_\_\_\_\_ musicians (including leader). The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians already designated have agreed to be bound by said terms and conditions. Each musician yet to be chosen, upon acceptance, shall be bound by said terms and conditions. Each musician may enforce this agreement. The musicians severally agree to render services under the undersigned leader.

**1. Name and Address of Place of Engagement**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Band or Group \_\_\_\_\_

**2. Date(s), starting and finishing time of engagement**

\_\_\_\_\_  
\_\_\_\_\_

**3 Type of Engagement . Wage agreed upon**

\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_

This wage includes expenses agreed to be reimbursed by the employer in accordance with the attached schedule, or a schedule to be furnished the Employer on or before the date of the engagement.

**5. Employer will make payments as follows:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon request by the Federation or the local in whose jurisdiction the musicians shall perform hereunder, Employer either shall make advance payment hereunder or shall post an appropriate bond.

If the engagement is subject to contribution to the A.F.M. & E.P.W. Pension Welfare Fund, the leader will collect same from the Employer and pay it to the Fund; and the Employer and leader agree to be bound by the trust Indenture dated October 2, 1959, as amended, relating to services rendered hereunder in the U.S., and by the Agreement and Declaration of Trust dated April 9,1962, as amended, relating to services rendered hereunder in Canada.

6. **The Employer** shall at all times have complete supervision, direction and control over the services of musicians on this engagement and expressly reserves the right to control the manner, means and details of the performance of services by the musicians including the leader as well as the ends to be accomplished. If any musicians shall, as agent for the Employer and under his instructions, hire such persons and any replacements as are required.

7. In accordance with the Constitution, By-laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.

#### **ADDITIONAL TERMS AND CONDITIONS**

The leader shall, as agent of the employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, acts of God, or any other legitimate conditions beyond their control. On behalf of the Employer the leader will distribute the amount received from the Employer to the musicians, including himself as indicated on the opposite side of this contract, or in place thereof from each musician, including himself. The amount paid to the leader includes the cost of transportation, which will be reported by the leader to the Employer.

All employees covered by this agreement must be members in good standing of the Federation. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act, 1947, all employees who are members of the Federation when their employment commences hereunder shall be continued in such employment only so long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Federation. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any musician performing hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations, and Orders.

Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved by the Federation or by any reason of any other labor dispute approved by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

Representatives of the Federation local in whose jurisdiction the musicians shall perform hereunder shall have access to the place of performance (except to private residences) for the purposes of conferring with the musicians.

No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such a recording, reproduction, or transmission.

The Employer represents that there does not exist against him, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for such Employer. No musician will be required to perform any provisions of this contract or to render any services for said Employer as long as such claim is unsatisfied or unpaid, in whole or in part. If Employer breaches this agreement he shall pay the musicians in addition to damages, 6% interest thereon plus a reasonable attorney's fee.



**RECORDED VIDEO PERFORMANCE RELEASE**

I, \_\_\_\_\_, hereby grant \_\_\_\_\_ and its agents the right to video/audio tape my likeness/voice/performance and/or the likeness/voice/performance of \_\_\_\_\_ (name of group), in connection with the production and distribution of the video/audio tape presentation named below, and that said video/audio tape may be broadcast or otherwise transmitted by \_\_\_\_\_ its successors or assigns. I agree that you may copyright said video/audio tape.

I further agree that my name(s) likeness/voice(s) and biographical material may be used in connection with publicity about the production named below.

I understand that the recorded material will not be used for commercial gain, but excerpts may be used in compilations or other promotional activities. I release \_\_\_\_\_ and their agents, successors and assigns from further claims or demands arising from the uses of materials you may record in which I/we appear or can be heard.

Production: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

## Vocalist's Contract

Contract No. \_\_\_\_\_

Date \_\_\_\_\_

Dear \_\_\_\_\_,

1. We hereby employ your exclusive personal services for the purpose of making phonograph recordings.
2. Recordings will be made at recording sessions in studios at times and places of such compositions, and together with such musicians and other performers as shall be designated by us. A minimum number of \_\_\_\_\_ record sides shall be recorded during the term hereof and additional recordings shall be made at our election whenever we, in our sole discretion shall consider them necessary, and each recording shall be subject to approval as satisfactory for manufacture and sale. In the event the minimum number of sides are not recorded, our liability shall be payment for such sides as though recorded by you.
3. During the term hereof, and all extensions and renewals thereof, you will not perform for the purpose of making phonograph records for any person, firm or corporation other than us, and you will not perform any composition recorded hereunder, for any other person other than us, for a period of five (5) years after our recording is made; you acknowledge that your services are unique and extraordinary.
4. It is agreed and understood, that Artist or Group will be prepared with acceptable material upon request of employer. The materials used in Recording Sessions, must be free from all claims by anyone, or the Artist (or Group) will be liable to complaint. If the Artist deliberately records material belonging to some one else, then royalties are to be deducted from Contracted Artist (or Group) to satisfy complainant, and paid to complainant.
5. In consideration of this agreement, and without any further consideration than as herein provided, you hereby grant to the Company, its associates, subsidiaries, nominees, successors and assigns, (1) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any and all fields of use throughout the world, or any part thereof, or to refrain therefrom throughout the world or any part thereof, recording and records embodying the performances to be recorded hereunder, upon such terms and conditions as the Company may approve; (2) the right to use your name and likeness and biographical material, if desires, or to refrain therefrom, in connection with the manufacture, exploitation and sale of any such recordings and records; and (3) all rights in and to the recordings, matrices, tapes, and records, and the use and control thereof, upon which are reproduced the performances to be recorded hereunder.
6. We shall have the right to use and to allow others to use your names and likenesses and biographical material, concerning you for advertising and purposes of trade, and otherwise in connection with the recording made hereunder.
7. If we are prevented from making recordings because of governmental regulations, restrictions of the American Federation of Musicians, strikes, Acts of God, or any other reason beyond our control, the period of the agreement may be extended by us at our option for a period of time equal to the length of time during which recording was thus prevented. Likewise, if you and the Musical Organization are requested to record and do not make yourselves available therefor for a period of thirty (30) or more consecutive days, we may, at our option, extend the period covered by this agreement up to a period of time equal to the length of time during which you and the Musical Organization were unavailable. Notice of our decision to extend the agreement pursuant to this paragraph shall be given to you not less than ten (10) days prior to its expiration date. We shall be entitled to further extend this agreement, in like manner, in the event that recording is prevented because of any of the foregoing reasons during the period of any extension hereof.
8. You agree to record for and to our satisfaction and acceptance the composition designated and to repeat and re-record each composition as many times as may be required by us for the purpose of obtaining a satisfactory, acceptable, or an improved master record and matrix thereof.
9. You agree and stipulate, that the recordings of the compositions designated shall include your obligation to appear, to rehearse, to make the usual tests, and to comply with the instructions and directions of our musical director and recording operator.

10. It is agreed that it would be impracticable or extremely difficult to fix the actual damages sustained by us in the event of any breach by you of the covenants contained in this contract, and therefore by way of liquidated damages, and not by way of penalty, after the breach of any of the covenants contained in this contract by you, we shall not be obligated to pay any further royalties to you hereunder. This provision, however, shall not be construed as a waiver of any other rights or remedies we may have in the premises, for damages, conjunctive relief or otherwise, all rights or remedies of ours being cumulative.

11. As full payment for your services hereunder, we shall pay to you the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) dollars, for each recorded and accepted record recorded hereunder, which payments together with the payments to the musicians for the recordings made hereunder, shall be an advance to you against a penalty of ( \_\_\_\_\_ %) of moneys of ninety percent (90%) of all records manufactured, sold and paid for, and embodying performances made during the original term hereof, and \_\_\_\_\_ ( \_\_\_\_\_ ) that amount of such royalty for ninety percent (90%) of all records manufactured, sold and paid for, and embodying said performances on only one side thereof.

12. All payments to you for recording hereunder, shall be made by us within fourteen (14) days of the recording sessions, at which such recordings are made. All royalties hereunder shall be paid to you on the 15th of February and July of each year, during which records embodying performances made hereunder are sold and paid for and such payments shall be for the six (6) months immediately preceding each February and June 15th for the term ending January 1 and July 1 of each year.

13. The term of this agreement shall be for a period of \_\_\_\_\_ ( \_\_\_\_\_ ) year(s) from the date hereof.

I agree to all of the conditions in this contract.

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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