COMPOSER AGREEMENT

 This Agreement (the “Agreement”) dated as of \_\_\_\_\_ \_\_\_\_, 20\_\_ by and between (“Production Company”) with offices at, on the one hand, and (the “Composer”) who reside at on the other hand in connection with certain composing services for the motion picture currently entitled  (the “Picture).

 **Now Therefore**, in consideration of the foregoing and of the mutual promises contained herein and intending to be legally bound, Production Company and Composer (each a “Party” and collectively, the “Parties”) hereby agree as follows:

1. **SERVICES:** Production Company hereby engages Composer to perform the following services to the full satisfaction of Production Company: (i) arrange and compose music for an original score for the Picture and trailers and advertisements thereof; and (ii) record, produce, and deliver “film mixes” on Digital Audio Tapes or in another suitable format approved in writing by Production Company (the “Score Master”); and (iii) if so requested by Production Company, to produce music from the score for inclusion in a possible soundtrack album from the Picture (the “Soundtrack Album”) (all of Composer’s services hereunder, including, without limitation, the Score Master, material for the Soundtrack Album, cue sheets, and sheet music and all artistic, literary, dramatic, musical, and other materials created and submitted by Composer, shall collectively be referred to as the “Score”). Composer’s services shall be on a first priority, non-exclusive basis. All of Composer’s services hereunder are subject exclusively to Production Company’s approval.
2. **TERM:** This Agreement shall be in force upon the execution of this Agreement until completion of all services required hereunder in connection with the Picture (the “Term”).
3. **DELIVERY SCHEDULE**: Composer shall deliver the Score, along with a cue sheet, in accordance with a reasonable schedule to be provided by Production Company and perform any reasonable re-writes and re-recording, if any, requested by Production Company until the Score has been delivered to Production Company as required herein and accepted by Production Company as satisfactory in its sole reasonable determination. The Score shall be delivered in such format as reasonably requested by Production Company (including Pro-Tools files, etc.). Unless and until otherwise modified by Production Company, Production Company hereby requires Composer to deliver the Score Materials on or before \_\_\_\_\_\_\_\_\_\_\_,2005.
4. **FIXED COMPENSATION**: As full and complete consideration for Composer’s services and undertakings hereunder and subject to Composer’s full compliance with the terms and conditions of this Agreement, Production Company agrees to pay Composer a flat fee, which fee shall include all costs with respect to delivering the Score Masters, in the amount of Six Thousand ($6,000.00) Dollars (“Fixed Compensation”) payable as follows:
	1. One Thousand ($1,000.00) Dollars upon commencement of scoring services, as requested by Production Company in writing, or signing this agreement;
	2. Three Thousand ($3,000.00) Dollars upon commencement of recording, the date of which is subject to approval by the Production Company in writing; and
	3. Two Thousand ($2,000.00) Dollars upon completion, delivery and acceptance of the Score.
5. **EXPENSES:** The Fixed Compensation shall include all costs with respect to delivering the Score, including but not limited to composing, musicians, studio time, mixing, tape and other materials. However, the following costs are the sole costs excluded: (a) Any third-party live musicians specifically requested by Production Company in writing and costs related thereto, including, but not limited to new use, re-use and residuals, if any; (b) Mag stock and transfers specifically requested by Production Company in writing; (c) Licensing and clearance of music not composed by Composer and specifically requested by Production Company in writing; (d) Actual re-scoring and re-recording costs (i.e., re-recording required for creative reasons outside the control of Composer and after delivery and acceptance of the Score by the Production Company) specifically requested by Production Company in writing; (e) Music editor and music editing costs specifically requested by Production Company in writing; and (f) Vocalists and lyricists specifically requested by Production Company in writing. Any costs that are not pre-approved by Production Company in writing will not be paid or reimbursed.
6. **CREDIT:** Provided Composer is not in default hereunder and subject to Composer’s full performance of all services and obligations hereunder, Composer shall receive a Composer credit in the main titles on screen. In the event Composer provides one hundred (100%) percent of the Picture’s score in the final Picture as released, Composer shall receive credit on a single card, in the main credits. In the event Composer provides more than fifty (50%) percent of the Picture’s score in the final Picture as released, Composer shall receive credit on a shared card, in the first position, in the main titles. In the event Composer provides any portion of the Picture’s score in the final Picture as released less than fifty (50%) percent (as defined in Paragraph 6 above), Composer shall receive credit on a shared card, in a position at the sole discretion of the Production Company, in the main titles. Production Company reserves the right to run all credits in the end credits.
	1. If Production Company fails to comply with the credit provision hereof, then upon notice thereof by Composer, Production Company shall use reasonable efforts to correct such failure. No casual or inadvertent failure by Production Company and no failure for any reason by a third party to comply with the credit provisions hereof shall be deemed a breach of this Agreement. Composer hereby recognizes and confirms that in the event of a failure to comply with the provisions of this Paragraph, the damages, if any, caused Composer by Production Company are not irreparable or sufficient to entitle Composer to injunctive or other equitable relief.
7. **OWNERSHIP AND USE:**  It is understood and agreed by the Parties that the Score normally would be especially commissioned by Production Company as a “work made for hire” for the Production Company, its successors and assigns. However, Composer, its successors and assigns is and shall be considered the sole and exclusive authors and owners of all right, title and interest in and to the Score, but limited to half of all copyrights in the Score (and all renewals and extensions thereof), with Production Company having the right to use and change the Score in any manner that Production Company may determine. Production Company shall have the exclusive right to edit and/or otherwise alter the Score in connection with the Picture or Soundtrack Album, if applicable. Composer hereby licenses to Production Company, and any publishing company designee of Production Company, in perpetuity 100% of the right, title, and interest in and to the Score, on a non-exclusive basis, but limited to 50% of all copyrights in the Score (and all renewals and extensions thereof), and assigns to Production Company this 50% of the publishing share, to be registered with BMI or ASCAP together with Composer’s publishing share by either composer’s publisher or Production Company’s publishing designee. Without limitation, Production Company may exploit the Score in any and all media (including a Soundtrack Album), now known or hereafter devised, throughout the world, in perpetuity. It is understood and agreed by the Parties that Composer, or its designee, shall be entitled to one hundred (100%) percent of the income from the writer’s share (as such term is commonly understood in the music industry). Production Company shall be under no obligation to use the product of Composer’s services hereunder, including without limitation, the Score in connection with the Picture. For clarification, both Composer and Production company have the right to exploit the score and publishing thereof whenever and however they like without other party’s approval, as long as any revenue earned is shared equally from the sync licenses or publishing share from any placements, use, etc that either party makes, and Composer gives Production Company the right to license the masters whenever and however, and each party effectively gives the other party the right to license their half of the Score’s masters and copyrights whenever and however.
	1. Production Company’s rights in the Score may be freely assigned and licensed and any such assignment or license shall be binding upon you and shall inure to the benefit of such assignee or licensee. Composer warrants and represents to Production Company that, except for the material provided by Production Company, the Score either is original with Composer or is fully cleared by Composer, and that neither the Score nor Production Company’s use thereof, as contemplated by this Agreement, will infringe or violate any rights of any person or entity, nor shall Production Company be required to pay or incur any sums to any person or entity as a result of Production Company’s ownership, acquisition, use, and/or exploitation of the Score, except as expressly provided herein.
8. **WRITER’S AND PUBLISHER’S SHARE:** It is hereby acknowledged that Composer is a member in good standing with BMI as applicable and Composer may receive and retain one hundred (100%) percent of the so-called writer’s share of performance income directly from BMI as applicable. Notwithstanding the foregoing or anything else to the contrary herein contained, no monies shall become payable to Composer pursuant to this Paragraph or otherwise for any use of the Score: (i) in synchronization or timed relation with the Picture; (ii) any audiovisual productions produced by or for Production Company, or any element thereof, in any media; and/or (iii) for use in connection with the advertising or promotion of the Picture or audiovisual production or any part thereof, by Production Company or any exhibitor or distributor or licensee of the Picture or audiovisual productions or any part thereof.
9. **INDEPENDENT CONTRACTOR:** Production Company and Composer each acknowledge that they are independent contractors and that no partnership, joint venture, agency, or employment relationship has or will be created by this Agreement. Notwithstanding the foregoing, Production Company may make U.S. Federal, State, or local tax withholdings if it is required by law.
10. **GUILDS AND UNIONS:** Composer hereby acknowledges that Production Company has represented and warranted that it is not a signatory to any guild and/or union agreement pertaining to Composer’s employment and that the Picture shall not be produced pursuant to any such agreement.
11. **SUSPENSION/FORCE MAJEURE:** Notwithstanding anything to the contrary contained herein, Production Company shall have the right to suspend or terminate Composer’s employment hereunder during any and all periods: (i) that Composer does not render services because of death, illness, incapacity, default on Composer’s part or on the part of any other production member or similar matters; or (ii) that production of the Picture is prevented or interrupted because of force majeure events, including any strike, fire, war, or governmental action, or any disruptive event beyond our control. If Composer’s services are suspended as set forth herein, the period of Composer’s services shall be deemed extended by a period equivalent to the periods of suspension.
12. **NOTICES:** All notices from Production Company to Composer may be given in writing by mailing the notice postage prepaid. The date of mailing or of personal delivery shall be deemed to be the date of service. The addresses set forth herein may be changed to such other addresses as the Parties may hereafter specify by written notice.

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| To Composer: |  |
| To Production Company: |
| With a copy to: |

1. **REPRESENTATIONS & WARRANTIES:** Composer hereby represents and warrants that:
	1. Composer has the full right, power, and authority to enter into this Agreement and grant Production Company all the rights herein provided for;
	2. All of the services provided herein (including, without limitation, the Masters) are wholly original with Composer and no incident therein or part thereof is taken from, based upon, or adapted from any other material, and the full use of the Work, or any part thereof, as herein granted will not in any way violate or infringe upon any rights (including, without limitation, copyright) belonging to any person and/or entity;
	3. Composer has not assigned or licensed to any other person or entity or in any manner encumbered or hypothecated any of the rights herein granted to Production Company with respect to the Work nor has Composer agreed to do so.
2. **INDEMNIFICATION:** Composer hereby indemnifies Production Company and holds it harmless against any claims, damages, liabilities, or penalties (including, without limitation, reasonable attorneys’ fees and cost) arising out of Composer’s breach or alleged breach of any of Composer’s representations, warranties, or agreements in this Agreement. Production Company shall indemnify Composer and hold Composer harmless against any claims, damages, liabilities, or penalties (including without limitation reasonable attorneys’ fees and cost) arising out of Production Company’s breach or alleged breach of any of Production Company’s representations, warranties, or agreements in this Agreement.
3. **SERVICES UNIQUE**: Composer hereby acknowledges that Composer's services pursuant to this Agreement are of a special, unique, unusual, extraordinary and intellectual character involving skill of the highest order, giving them peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in an action at law.  Composer expressly agrees that Production Company shall be entitled to the remedies of injunction and other equitable relief to prevent a breach of this Agreement by Composer, which relief shall be in addition to any other remedies which may be available to Production Company.
4. **NO INJUNCTIVE RELIEF:** In the event of any question of Production Company’s performance of its obligations hereunder, Composer agrees that Composer will not seek or be entitled to obtain injunctive or other equitable relief against Production Company, and that Composer’s relief, if any, will be limited to a claim for monetary damages.
5. **NO OBLIGATION:** Nothing herein shall be deemed to obligate Production Company to use Composer’s services, or the results of such services, in the Picture, or to produce, release or distribute the Picture or to continue the release and distribution of the Picture if released, or to otherwise exploit any rights granted to Production Company hereunder.
6. **NAME AND LIKENESS:** Production Company, its successors, assignees, and licensees, shall have the right, but not the obligation, to produce, exhibit, or use the performance and the results and proceeds of the services provided under this Agreement, all Material provided under this Agreement, and Composer’s name, voice, likeness, and biography in connection with the Picture and ancillary uses thereof, in all media in perpetuity throughout the universe, including advertising and promoting the Picture, including without limitation, the right to use, or to authorize others to use, any of the foregoing in or in connection with the Picture (or any portion thereof), including the advertising and promotion of the Picture, and with any merchandise, tie in, product or service of any kind where such use is made in conjunction with a reference to the Picture or Production Company, but not so as to constitute an endorsement of any other product or service.
7. **TERMINATION:** Production Company shall have the right to terminate this Agreement at any time for any reason, subject only to Production Company’s obligation to pay the accrued fee payable hereunder. The license granted to Production Company of any material created prior to Production Company's termination of this Agreement shall survive any such termination.
8. **ASSIGNMENT:** Composer acknowledges that the personal services to be rendered by Composer hereunder are of the essence of this Agreement and hereby warrants and represents that Composer shall not assign this Agreement, in whole or in part, to any person or entity. Production Company shall have the right to assign this Agreement or any part hereof, however, any such assignment shall be made specifically subject to the terms and conditions and obligations of this Agreement.
9. **MISCELLANEOUS:** This Agreement shall be governed and construed under the laws of the State of Maryland. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter, and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may only be modified by an instrument in writing signed by both Parties. At Production Company’s election, Production Company may require Composer to sign a more formal agreement covering the services provided under this Agreement.

In Witness Whereof, the Parties have caused this Agreement to be executed and do hereby represent and warrant that their respective signatory whose signature appears below is duly authorized by all necessary and appropriate action to execute this Agreement.

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| **COMPANY** By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | **Composer**By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |
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