

## COMPOSER AGREEMENT

This agreement ("Agreement") is made on \_\_\_\_\_, 20\_\_\_\_\_, between Filmmaker, Production Student Name: \_\_\_\_\_ (" Filmmaker") and Composer's Name: \_\_\_\_\_ ("Composer") as music composer in connection with the film production currently entitled \_\_\_\_\_ (Film Title). In consideration of the conditions contained herein, the parties here to agree as follows:

1. Composer's Services. Composer shall write, compose, orchestrate, arrange, conduct, perform, record, mix, and produce such original musical compositions, original musical score, and original sound recording of the same (the "Music") as Filmmaker may require for inclusion in the soundtrack(s) of, and the trailers for, the Program. Composer shall render services in connection with any added scenes, changes, additional sound recording or any retakes of the Program upon Filmmaker's request. Composer shall perform all services as and when reasonably required by Filmmaker in connection with the Music, including but not limited to, those services customarily performed by composers, arrangers, orchestrators, conductors and soundtrack filmmakers in the television industry. Composer shall render services hereunder on a non-exclusive, first priority basis commencing on such date as Filmmaker shall designate for the Program and continuing through the date that all Delivery Requirements in Paragraph 2 below have been satisfied.

2. Delivery Requirements. Composer shall complete the recording and mixing of the Music, and obtain Filmmaker's final approval of same, so that Composer shall deliver the recorded Music to Filmmaker, in time for preparation and dubbing, on or before date: \_\_\_\_\_, or such dates as Filmmaker shall require, on format: \_\_\_\_\_, or such form as Filmmaker shall require for all original and duplicate master recordings. Collectively, the foregoing materials shall sometimes be referred to herein as the "Delivery Materials." Time of delivery is of the essence of this Agreement.

3. Budgetary Requirements. Composer acknowledges that the amounts payable as specified in this paragraph 3 include all amounts necessary to create and deliver the Music and Delivery Materials including, without limitation, any and all compensation and fees payable to musicians, arrangers, and vocalists and the preparation, rehearsal, performance, recording, mixing and synchronization thereof; the cost of studio rental, recording engineers and crew; any payments which are required to be made pursuant to any applicable law or regulation or the provisions of any collective bargaining agreement; and equipment and instrument rental and cartage and all amounts due to Composer to compensate for his/her services rendered and rights granted hereunder. Composer shall be solely responsible for all costs in excess of the amounts payable as specified herein.

a. Subject to Composer performing all obligations hereunder, and in full consideration for any and all services rendered by Composer and all rights granted hereunder, Composer shall be entitled to receive the following with respect to the Program and rights hereunder: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable to Composer in the following manner:

(i) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon the commencement of services hereunder or signature of this Agreement, whichever occurs later.

(ii) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon completion of all services hereunder with respect to the Program and the timely delivery to and acceptance by Filmmaker of the Music and the Delivery Materials.

4. Additional Covenants of Composer. Composer agrees that it shall:

a. Render its services hereunder to the full extent of its creative and artistic skill and technical ability, at such times and such places and in accordance with such regulations, directions and requests as Filmmaker shall reasonably require;

b. Comply with all rules and regulations from time to time in force at all studios and at all other places where Composer shall render services hereunder;

c. Not disclose to any party information relating to the subject matter of this Agreement or to the activities of Filmmaker with respect to the Program or otherwise;

d. Not incur any liability or expense on Filmmaker's account without Filmmaker's prior written approval, and if such approval is given, Composer will provide Filmmaker with any information necessary to satisfy such obligation, including copies of any necessary agreements.

5. No Obligation to Use Music or Exploit Program. Nothing contained in this Agreement shall be deemed to require Filmmaker or its assigns to publish, record, reproduce or otherwise use the Music, any part thereof, or any of the proceeds of Composer's services hereunder, whether in connection with the Program or otherwise.

6. Grant of Rights. Composer agrees that Filmmaker shall own without limitation, throughout the universe, exclusively and in perpetuity, free and clear of any and all claims, liens and encumbrances, all rights, title and interest of every kind whatsoever, whether now known or unknown, in and to all music written, composed, recorded, orchestrated, arranged or adapted by Composer in connection with the Music, the master recordings embodying the Music, and the results of the Composer's services hereunder, without any obligation or liability to pay Composer any compensation therefor except as explicitly provided herein. Without limiting the generality of the foregoing, Composer acknowledges that included within the above referenced rights and interests are (a) all worldwide copyrights, allied, and neighboring rights, in and to the Music, the compositions and sound recordings embodied within the Music, and such results and proceeds, and all renewals and extensions thereof, (b) all music publishing rights, and (c) all rights and interests of every kind now or hereafter existing under and by virtue of any common law rights. The Music has been specifically ordered or commissioned by Filmmaker for use as part of the Program, and the Music is a work made for hire and the Filmmaker shall be deemed the author of all the Music for purposes of applicable copyright law. If for any reason the Filmmaker is not deemed the author of the Music, Composer hereby assigns all such results and proceeds and all rights therein (including, without limitation, all copyrights therein) to Filmmaker irrevocably and in perpetuity.

7. Publicity. Filmmaker may use, and permit others to use, Composer's name, likeness, and biographical material in and in connection with the Program, the Music, a television series derived from the Program, if any, and the sale, distribution and advertising thereof. Filmmaker and its assignees shall have the sole and exclusive right to issue publicity concerning the Program and concerning Composer's services with respect thereto.

8. Warranties. Composer represents and warrants that it has the right to enter into this Agreement and to grant Filmmaker all rights herein granted, that Composer has not entered into or will enter into any agreement of any kind (including, without limitation, recording agreements) which will interfere in any way with the complete performance of this Agreement by Composer, that all musical material delivered by Composer hereunder (including, without limitation, the Music and the Delivery Materials) is original with Composer and does not infringe upon or violate any copyright or common law or statutory right of any person, firm, or corporation.

9. Credit. Provided that the Music or a substantial part thereof is incorporated in the version of the Program exhibited to the public, Composer shall receive screen credit (if screen credits are included in the Program), substantially as follows:

*Preferred credit:* \_\_\_\_\_

Subject to the foregoing, all other characteristics of such credit or any other credit shall be determined by Filmmaker in its sole discretion. No casual or inadvertent failure by Filmmaker to comply with the credit requirements set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement by Filmmaker.

10. Notices. All notices which either party is required or may desire to serve hereunder shall be in writing and shall be served to the addresses specified herein.

11. Federal Communications Act. Reference is made to Section 507 of the Federal Communications Act which makes it a criminal offense for any person in connection with the production or preparation of a picture or program intended for broadcasting to accept or pay, or agree to accept or pay, money, service or other valuable consideration for the inclusion of any matter or thing as a part of such picture or program, without disclosing the same to the filmmaker thereof prior to the telecast of such picture or program.

Composer warrants and agrees that Composer has not and will not accept or pay any money, service, or other valuable consideration for the inclusion of any plug, reference, product identification, or other matter in any material prepared or performed by Composer hereunder.

12. Indemnification. Composer shall at all times defend, indemnify, save and hold harmless Filmmaker, its successors, licensees and assigns, and the officers, agents, employees, directors, officers, representatives and shareholders of each of the foregoing, from and against all claims, losses, liabilities, judgments, costs, expenses and damages (including without limitation, attorneys' fees and legal costs) arising out of or in connection with any breach or alleged breach by Composer of any warranty, covenant, representation or agreement made or to be performed by Composer hereunder, and Composer shall reimburse Filmmaker, on demand, for any payment made by Filmmaker, at any time after the date hereof (including after composer agreement the date this Agreement terminates), with respect to any liability or claim to which the foregoing indemnity applies.

13. Independent Contractor. The Composer warrants that he or she is an independent contractor and is not an employee of the Filmmaker. As an independent contractor, the Composer is responsible and liable for any income tax, unemployment insurance, FICA (Social Security), or any other payment normally associated with an employee relationship.

14. Assignment and Succession. Filmmaker shall have the right to assign this Agreement at any time to any person or entity. Neither this Agreement nor any rights hereunder are assignable by Composer at any time to any person or entity. This Agreement inures to the benefit of Filmmaker's successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies.

15. Miscellaneous.

a. This instrument constitutes the entire agreement of the parties hereto relating to the subject matter specified herein. This Agreement can be modified or terminated only by a written instrument executed by both Composer and Filmmaker or Filmmaker's successors and assigns.

b. This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of \_\_\_\_\_. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will have jurisdiction and venue in a state or federal court situated within the State of \_\_\_\_\_; and the parties consent and submit themselves to the personal jurisdiction of said courts for all such purposes.

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

ACCEPTED AND AGREED TO BY:

\_\_\_\_\_  
FILMMAKER, Production Student Name

\_\_\_\_\_  
COMPOSER NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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