

MARYE POPPIN PRODUCTIONS, LLC

COMPOSER AGREEMENT

THIS AGREEMENT, effective as of _____, 20__, is made by and between [YOUR NAME/COMPANY] (“Producer”) whose address is [PHYSICAL ADDRESS] and [COMPOSER] (“Composer”) whose address is [PHYSICAL ADDRESS].

1. SERVICES:

- (a) Producer hereby engages Composer to render certain services and to compose, write and arrange music (collectively the “Work”) for use in the soundtrack of the feature-length documentary motion picture “_____” (the “Picture”).
- (b) **Composer Services.** Composer shall compose, write and arrange music for use in the Picture. Composer shall deliver all music in accordance with the reasonable instructions and technical requirements of Producer; and a fully produced final mix of all music composed in accordance with the reasonable instructions and technical requirements of Producer. Thereafter, Composer shall render reasonable services in revising and/or adding additional music. Composer’s services hereunder shall include the “spotting” of the Picture for the placement of music, and consulting on an ongoing basis with Producer and other persons designated by Producer.
- (c) Composer’s services shall be non-exclusive with no other services to materially interfere, until delivery of the final mix of all music. Producer anticipates the Picture to be completed by _____ 20__.

2. COMPENSATION:

- (a) **Guaranteed Compensation.** Provided Composer is not in material breach of this Agreement, in consideration of Composer’s services hereunder, Producer shall pay to Composer and Composer hereby accepts as complete consideration Two Thousand Five Hundred Dollars (\$2,500), payable 50% on signing and 50% on delivery of final mix of music.
- (b) **Publishing Rights.** With respect to the exercise of publishing rights in the Work, Composer shall be entitled to fifty percent (50%) ownership of the “Publisher’s share,” for the Work, the other fifty percent (50%) of which shall belong to Producer. Additionally, Producer and Publisher shall administer their respective shares, as in this case, fifty/fifty (50%/50%).
- (c) **Other Royalties.** If the master recordings of the Work are exploited in any manner other than in the soundtrack of the Film, such as, included in phonorecords or published as sheet music, Producer shall pay, or will cause the record company distributing the phonorecord to pay to the Composer, an appropriate royalty, which

will be negotiated in good faith and based on industry standards.

3. TERM: The term of this Agreement, and the time during which the Producer shall be entitled to the services of the Composer, commence on _____ and shall continue until completion of all services required by the Producer hereunder, including any services required in connection with changes or modifications during the recording and dubbing of the Work. Producer shall have the right and option to terminate this Agreement forthwith and thereafter shall be under no obligation to Composer of any nature whatsoever if, in the absence of delay caused by the Producer, Composer fails to: (1) complete and deliver any element of the Work on a date later than the agreed date for delivery of such element; or (2) render services in connection with any added scenes, changes, additional sound recordings or any retakes of any portion of the Picture, upon Producer's request, at such times and places as Producer shall designate without any additional compensation, unless Composer is unable to do so because of a then-existing exclusive services agreement with another person.

4. COMPOSER ENGAGING OTHERS:

- (a) To the extent that Composer engages the services of other individuals (e.g., lyricists, orchestrators, singers and musicians) in connection with creation of the Work in connection with the Picture, Composer represents and warrants that it will be solely responsible for obtaining grants of rights, releases and representations and warranties from those individuals as broad and inclusive as Composer's own, throughout the world, in perpetuity and in all media, in order to enable Producer to exploit the Work free and clear of any claims relating to (i) use of any material and/or equipment utilized by Composer in connection with the Work (other than the material supplied by Producer) and (ii) the performances of any persons rendering services in connection with the Work (other than persons engaged by Producer). Such persons will be creating works made for hire for Producer. Composer agrees to indemnify Producer from any and all claims arising out of Composer's failure to obtain sufficient grants of rights, releases and representations and warranties under this paragraph. When requested, Composer will provide Producer with full and complete documentation of such grants, releases and representations and warranties. If union residuals are required to be paid, Composer will be responsible for such payments.
- (b) Composer shall be solely responsible for and shall pay any and all costs and expenses incurred in the production and delivery of the Work including without limitation all costs and expenses relating to (i) all material and equipment utilized by Composer in connection with the Work (except for the material supplied by Producer) and (ii) all compensation, fees, royalties, and any other sums payable to all persons rendering services in connection with the Work (other than persons engaged by Producer); all tape and copywork; any fees payable to any guild or union as a result of the rehearsal, performance and recording of the Work and (iii) any other costs and expenses incurred in connection with the production of the Work. Producer shall not be required to make any payments of any nature for, or in connection with, the Work, except under union contracts growing out of the exploitation of the Picture.

5. RIGHTS: Composer hereby grants Producer rights to synchronize the Work in the Picture and thereafter to exploit the Picture, including the Work in all media whether now known or hereafter created in perpetuity throughout the universe, including in connection with advertising and promotion of the Picture. Composer further grants Producer the right to produce a soundtrack album based on the Picture, which may include the Work, in Producer's sole discretion.

6. WORK-MADE-FOR-HIRE:

- (a) Composer hereby acknowledges that all of the results and proceeds of Composer's services produced for the Picture hereunder shall constitute a "work-made-for-hire" specially commissioned by Producer and Producer or Producer's assignee shall own all such results and proceeds. Producer may make such use of the Picture and distribution of the Picture as Producer, in its sole discretion, shall deem appropriate.
- (b) If Composer's services are not recognized as a "work-made-for-hire," Composer hereby irrevocably grants, sells and assigns to Producer, its successors and assigns, all of Composer's rights, title and interest of any kind and nature, in and to the Picture, including, without limitation, all copyrights in connection therewith and all tangible and intangible properties with respect to the Picture, in perpetuity, whether in existence now or as may come into existence in the future.
- (c) Composer waives the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated now or hereafter recognized. All rights granted and agreed to be granted to Producer hereunder are irrevocable and shall vest and remain perpetually vested in Producer, its successors and assigns, whether this Agreement expires in normal course or is sooner terminated, and shall not be subject to rescission by Composer for any cause whatsoever.

7. CREDITS: Provided that Composer's Work comprises more than fifty percent (50%) of the original musical underscore of the Picture as released, Composer shall receive credit on screen in the main titles of the Picture (whether at the beginning or end of the Picture) in substantially the following form:

"Music by _____"

8. NAME AND LIKENESS: Composer hereby grants to Producer the perpetual right to issue and authorize publicity concerning Composer, and to use Composer's name and likeness and biographical material in connection with the exhibition, advertising and exploitation of the Picture. Composer hereby covenants and agrees not to make any claim or bring any suit or action which will or might interfere with or derogate from Producer's rights under this Agreement.

9. NO OBLIGATION TO PRODUCE: Nothing contained in this Agreement shall be deemed to require Producer or its assignees to publish, record, reproduce or otherwise use the Work or any part thereof, whether in connection with the Picture or otherwise; and Composer hereby releases the Producer from any liability for any loss or damage Composer may suffer by reason of Producer's failure to utilize the Work. Payment of the Compensation at the time set forth shall fully discharge Producer of all its obligations hereunder. Producer may not use the Work except

in connection with the Picture, the exploitation thereof (including a soundtrack of the Picture) and all advertising and promotion relating to the Picture.

10. REPRESENTATIONS AND WARRANTIES: Composer represents, warrants and agrees that it is free to enter into this Agreement and not subject to any conflicting obligations or any disability which will or might prevent Composer from, or interfere with, Composer's execution and performance of this Agreement; that it has not made and will not make any grant or assignment which will or might conflict with or impair the complete enjoyment of the rights granted to Producer hereunder; that, except for any material supplied to Composer by Producer, all material referred to in Paragraph 1 hereof will be wholly original with Composer or in the public domain throughout the world or based upon material furnished to Composer by Producer. Composer further warrants that said material will not infringe upon the copyright, literary or dramatic rights of any person.

11. NO INJUNCTIVE RELIEF: In the event of a failure or omission by Producer or any third party constituting a breach of Producer's obligations hereunder, the damage, if any, caused to Composer thereby shall be deemed not irreparable or sufficient to entitle Composer to enjoin, restrain or seek to enjoin or restrain the development, production, distribution or exploitation of the Work, the Film, or any sequels, prequels, and/or Albums or other soundtrack recordings derived therefrom, or to seek any other equitable relief. Composer's rights and/or remedies in the event of a failure or omission constituting a breach by Producer of the provisions of this Agreement shall be limited to Composer's rights to seek damages in an action at law.

12. MISCELLANEOUS:

- (a) **Arbitration.** All disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance ("IFTA") before a single arbitrator in [STATE]. The prevailing party will be entitled to recover reasonable attorney fees and costs.
- (b) **Indemnification:** Composer shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of Composer hereunder to the extent such claim or damage does not arise out of a breach by Producer hereunder. Producer shall indemnify and defend Composer from and against any and all claims and damages arising from the production, distribution, exhibition or exploitation of the Picture, or any element thereof, to the extent such claim or damage does not arise out of a breach by Composer hereunder.
- (c) **Assignment.** Composer may not assign its rights or obligations hereunder. Producer may freely assign its rights and obligations hereunder.
- (d) **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].
- (e) **Notices.** All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate

from time to time by written notice to the other. All notices shall be served by facsimile and U.S. mail, electronic mail, recognized courier services such as Federal Express or DHL or personal delivery addressed as specified above. The date of receipt by facsimile, electronic mail or courier, as the case may be, shall be the date of service of notice.

- (f) **Employment Eligibility.** In accordance with the Immigration Reform and Control Act of 1986, any offer of employment contained herein is conditioned upon satisfactory proof of Composer's identity and United States employment eligibility. Composer must present required documentation within ten (10) days of acceptance of this offer. Failure to comply will result in termination of employment.
- (g) This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.
- (h) **Further Documents.** Composer agrees to execute, acknowledge, and deliver to Producer and to procure the execution, acknowledgment, and delivery to Producer of any additional documents or instruments which Producer may reasonably require to effectuate fully and carry out the intent and purposes of this Agreement. If Composer shall fail to execute and deliver any such documents or other instruments, within ten (10) calendar days after such documents are delivered to Composer, Producer shall be deemed to be, and Composer irrevocably appoints Producer, the true and lawful attorney-in-fact of Composer, to execute and deliver any and all such documents and other instruments in the name of Composer, which right is coupled with an interest.
- (i) This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof. No amendment or modification hereto shall be valid unless set forth in a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

PRODUCER

COMPOSER

By:_____SSN:_____

Its:_____