

MARYE POPPIN PRODUCTIONS, LLC

MUSIC SUPERVISOR AGREEMENT

THIS AGREEMENT, effective as of _____, 20__ is made by and between [YOUR NAME/ADDRESS] (“Producer”) whose address is [PHYSICAL ADDRESS], and [MUSIC SUPERVISOR] (“Music Supervisor”) whose address is [PHYSICAL ADDRESS], with respect to Music Supervisor’s services on the feature-length motion picture currently titled “_____” (the “Picture”).

1. SERVICES: Music Supervisor shall render all services customarily rendered by music supervisors in the feature-length motion picture industry and at all times promptly comply with Producer’s reasonable instructions. Music Supervisor’s services shall be non-exclusive, but first priority throughout the Term (defined below). Such services shall include, but not be limited to:

- (a) Suggesting, negotiating and licensing music to be used in the Picture.
- (b) Advising Producer and Producer’s legal counsel as to licensing matters for publishing, synchronization rights and master recording use rights.
- (c) Providing approvals where necessary.
- (d) Advising as to Producer’s rights as to owning said publishing and/or master rights where applicable.
- (e) Advising as to the establishment and maintenance of a Producer-owned publishing company where applicable.
- (f) Administering and advising as to performance society procedures and activities, registrations for Producer’s publishing company and collecting income due Producer worldwide where applicable.
- (g) Advising and assisting with all aspects of the soundtrack album for the Picture including, but not limited to, securing applicable music licenses, assisting in negotiating fee and royalty structures and assisting in negotiations with record label.
- (h) Producer shall have final approval over all agreements and all agreements shall be between Producer and the artist or publisher, as applicable.

2. TERM: The Term shall commence on the date first written above and shall continue through production, post-production and through to picture lock of the Picture and for the administration of the music placed in the Picture (as referenced in 1.a. thru 1.g. above), for a period of three (3) years from the date of first distribution of the Picture on TV, DVD, or in theatrical use subject to a forthcoming, good-faith negotiated, administration agreement between the parties. Additionally, Music Supervisor shall render services after picture lock, if required (for example, to complete the

soundtrack album or if music needs to be replaced in the Picture).

3. COMPENSATION: Provided Music Supervisor satisfactorily fulfills his obligations under the Services paragraph above and is not otherwise in material breach of this Agreement, in consideration of Music Supervisor's services hereunder, Producer shall pay to Music Supervisor and Music Supervisor hereby accepts as complete consideration \$_____ payable as follows: 50% upon signing of this Agreement; 50% upon delivery and approval of all music (score and third party) to be used in the Picture.

4. CREDIT: Provided Music Supervisor secures a significant portion of the permanent music used in the final cut of the Picture and is not otherwise in material breach of this Agreement, Music Supervisor shall receive a credit in substantially the following form:

- (a) Music Supervisor: _____
- (b) Music Supervisor's credit shall appear in the end-roll credits.
- (c) All other aspects of credit and all other credits shall be at the sole discretion of Producer.

5. FREEDOM TO ENTER INTO AGREEMENT: Music Supervisor warrants that he is free to enter into this Agreement and will not do or permit any act which will interfere with or derogate from the full performance of Music Supervisor's services or Producer's exercise of the rights herein granted.

6. WORK-MADE-FOR-HIRE:

- (a) Music Supervisor hereby acknowledges that all of the results and proceeds of Music Supervisor'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 shall have the right to use Music Supervisor's name and likeness with respect to distribution and exploitation of the Picture. Producer may make such use of the Picture and distribution of the Picture as Producer, in its sole discretion, shall deem appropriate.
- (b) If Music Supervisor's services are not recognized as a "work-made-for-hire," Music Supervisor hereby irrevocably grants, sells and assigns to Producer, its successors and assigns, all of Music Supervisor'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) Music Supervisor 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 Music Supervisor for any cause whatsoever.

7. CONTINGENCIES: Producer shall have the right to terminate, suspend or delay the Term during all periods in which Music Supervisor is in breach of this Agreement; Music Supervisor is prevented from or fails, refuses or neglects to fully perform Music Supervisor's services; or the development, production or distribution of the Picture is prevented by a "force majeure" event, by the death, illness, disability or incapacity of a principal cast member, director, producer or director of photography of the Picture, or for any other reason whatsoever.

8. APPROVALS AND CONTROLS: Producer shall solely have all approvals and controls of all kinds and nature, with respect to the Picture, including, but not limited to, all decisions involving artistic taste and judgment.

9. REMEDIES: Music Supervisor recognizes and confirms that in the event of a failure or omission by Producer constituting a breach of its obligations under this Agreement, whether or not material, the damage, if any, caused Music Supervisor is not irreparable or sufficient to entitle Music Supervisor to injunctive or other equitable relief. Consequently, Music Supervisor's rights and remedies shall be limited to the right, if any, to obtain damages at law and Music Supervisor shall not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Producer hereunder or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Picture and/or any of Producer's rights pursuant to this Agreement.

10. 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 reasonable attorney fees and costs.
- (b) **Indemnification.** Music Supervisor shall indemnify and defend Producer from and against any and all claims and damages arising from the breach of any representation or warranty of Lender or Director hereunder to the extent such claim or damage does not arise out of a breach by Producer hereunder. Producer shall indemnify and defend Music Supervisor 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 Music Supervisor hereunder.
- (c) **Assignment.** Music Supervisor may not assign his 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 Music Supervisor's identity and United States employment eligibility. Music Supervisor 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.** Music Supervisor 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 Music Supervisor shall fail to execute and deliver any such documents or other instruments, within ten (10) calendar days after such documents are delivered to Music Supervisor, Producer shall be deemed to be, and Music Supervisor irrevocably appoints Producer, the true and lawful attorney-in-fact of Music Supervisor, to execute and deliver any and all such documents and other instruments in the name of Music Supervisor, 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

MUSIC SUPERVISOR

BBy: _____ SSN: _____

Its: Managing Member

