



**PRODUCER / MUSICAL COMPOSER
EXCLUSIVE RIGHTS CONTRACT**

This writing will serve as the agreement with _____
(herein after designated as "Producer"), with respect to Producers services in
connection with the production of the masters of Musical Performances and/or
Musical Compositions and/or Instrumental Productions on behalf of
_____ (Artist/Company). In consideration of the
mutual promises herein contained, the parties agree as follows:

1. The term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer's services.
2. During the term of this Agreement Producer agrees to produce _____ (#_____) Musical Compositions (hereinafter designated "Masters") to be embodied with the performance or performances of designated Artist or Artists/Company: _____ and to perform all other obligations required under this Agreement.
2. (A) Producer remains the sole copyright holder of any materials that are uniquely his, including any unique musical compositions or instrumental productions contributed specifically by Producer or in which Producer significantly added to said musical compositions under this agreement. Parties therefore agree that while Producer's musical compositions are a unique and integral part of the aforesaid Recording, the uniqueness of said instrumentals are also an integral part of Producer's musical persona and as such, Producer reserves rights to use the aforesaid instrumentals for other recordings outside of this agreement and without Artist permission because exclusive rights are purchased herein this contract.

3. Compensation. As full and complete consideration for all services to Producer hereunder in connection with the Project, and the results and proceeds thereof, and all rights and material herein

purchased, granted and agreed to be granted, and upon the condition that Producer shall fully and faithfully

complete all services and deliver all Material (beats / music production) as required hereunder, artist agrees to pay producer, and producer agrees to accept, the following compensation:

(a) The sum of \$ _____) up front cost.

Parties further agree that in the event the Artist, thru "release" of the subject materials, achieves commercial sales of the aforementioned recording thru any means whatsoever via any outlet whatsoever, Producer shall be entitled to a royalty of suggested retail selling price of the commercially produced recording based on standard industry percentages.

4. In the event commercial sales are achieved as per paragraph five, and one (1) or more of the Recordings (whether edited or re-mixed) is commercially released by Artist/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 Album. Producer shall also be entitled to receive applicable credit for the Recording(s) embodied in said Album.

5. Except as herein expressly provided, no other sums shall be paid to producer, and the sum specified above shall be for exclusive rights for the production(s) expressed herein for the uses of the Material delivered by producer to artist throughout the universe in all media in perpetuity. Without limiting the generally of the foregoing, artist shall be required to make payment for any use or reuse of the material, the master recordings delivered by Producer or the material in any form of television, theatrical release, foreign use, supplemental markets, Albums, commercials, ads or otherwise.

6. Ownership of Music Production. Producer shall be the absolute and qualified owner throughout the world, in perpetuity, of, and Artist hereby grants to Producer all rights of the original composer to production explained herein.

7. EXCLUSIVE RIGHTS

You will receive a MP3 file of the beat (or song), untagged (free of sound marks) and/or a copy of the raw WAV file. The song file can be delivered digitally or through the mail on a CD. Exclusive rights grant you

unlimited commercial recordings and broadcasts. You have full rights to record, alter, mix the beat/song in

any shape, way, or form (except reselling the beat). You own the recording as a "work made for hire". You must however give full credit to the seller (artist and/or

producer name) on all commercial recordings. Exclusive beats are never put up for sale on any website site. Only sent via email as snippets until rights are purchased.

7(a). Song Publishing Split Sheets:

All songs made by an exclusive rights holder will be registered with a Publishing company to secure proper royalties.

Publishing Company (list any 3rd party publishing companies & their information, if it applies): Wolfman Jacc Publishing

Affiliation: (ASCAP)

Ownership: Music: 100%

And the artist/company is free to divide the (LYRIC) 100% of said records to their choosing. To fulfill the 200% standard royalty calculations.

Artist/Company: must notify Wolfman Jacc of such said records release date, song title, project name, and be available to provide proper information for registration with his ASCAP Composer account.

8. SPECIAL USES: TV, Movies, Commercials, Websites, etc...

* Charity organizations: can use song for free, but must give full credit to artist/producer

* Student projects for school/college: can use song for free, but must give full credit to artist/producer

* Commercials, In-house, company publications: for publications with less than 50,000 viewers exclusive rights suffice. Terms are to be discussed for larger publications.

* Websites (less than 100,000 monthly hits): leasing rights suffice

* Websites (other): must acquire exclusive rights

* TV/Movie: terms are to be discussed

9. Notices. Any notice pertaining hereto shall be in writing. Any such notice and payment due hereunder to Producer shall be served by delivering said notice or payment personally or by sending it by mail, cable telex, paypal or bank wire transfer.

10. 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 Record Company 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 Record Company 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.

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

PRODUCER: Anthony "Wolfman Jacc" Turner

ARTIST/COMPANY: _____

12. STANDARD TERMS AND CONDITIONS

12(a). **SERVICES UNIQUE.** The services to be rendered by Producer hereunder and the material which are to be furnished by Producer 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.

13. **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, 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.

14. **INDEMNIFICATION.** Artist will at all times defend, indemnify and hold harmless Producer, in connection with which producer 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 al

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.

15. WARRANTIES AND REPRESENTATION. Artist warrants and represents as follows:

15(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.

15(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.

15(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.

15(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.

15(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.

16. 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.

17. FURTHER DOCUMENTS. At Producer's request, Artist shall execute, verify, acknowledge and deliver 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/Company fail to do so. To make sure

Producer will have enough time to register such song(s) hereunder outlined within the lines of this agreement.

18. 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/Company 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 "California." 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/Company shall be limited to Artist's/Company's right, if any, to recover damages in an action at law, and Artist/Company hereby acknowledges that Artist/Company shall not be entitled to equitable relief, injunctive, specific performance or otherwise, any right to which relief is hereby expressly waived by Artist/Company.

19. This is the entire agreement between Producer and Artist/Company with respect to

19(1). The subject matter hereof. All additions to, and amendments of, this agreement must be in writing/and or digital copy signed by Producer.

Artist/Company will be presented with this contract if Artist/Company agrees to the terms Producer will sign and supply Artist/Company with a copy. This agreement shall be Binding upon, and inure to the benefit of, the successors, assigns, heirs and personal.

19(4). Representatives of Producer and Artist. This agreement shall be construed in

19(5). Accordance with the laws of the State of California. IN WITNESS WHEREOF,

19(6). Producer and Artist/Company set their hands.

19(7). I hereby agree to and am bound by these terms.

19(8). I set my name to this Agreement the _____day of _____, 20__.

19(9).

Anthony "Wolfman Jacc" Turner

(Producer)

Producer (Signature)

10.

Artist/Company (party in agreement as explained herein listed below)

_____**(END)**_____