MUSICIAN WORK FOR HIRE AGREEMENT

Musician Work For Hire Agreement

THIS AGREEMENT is made this _____ day of _____, _____, by and between _____ ("Employer"), and _____ ("Musician", and collectively, the "Parties").

WHEREAS, Employer wishes to engage Musician to create/contribute _____ (the "Work") as a "work for hire"*;* and

WHEREAS, the Parties both intend for Employer to be considered the author of the Work for the purposes of all copyright and intellectual property issues, and for Employer to be the sole and exclusive owner of the copyright in the Work;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Work for Hire. After the execution of this Agreement, Musician shall commence _____ of/to the Work. The Work shall be a work for hire, and Employer shall own the Work, and shall be the sole and exclusive owner of the copyright in the Work, including all rights of copyright registration, renewal and extension. Employer shall also be considered to be the author of the Work for the purposes of U.S. copyright law, and for the purposes of any other applicable state or federal laws. Musician shall make no claim to ownership of the copyright in the Work, nor shall Musician attempt to exercise any rights, privileges or protections afforded to a copyright holder. Musician waives all moral rights in the Work. Musician shall receive no credit or right to credit for work performed or included in the Work.

2. Assignment. If for any reason the Work shall be deemed not to be a work for hire, then Musician hereby transfers and assigns all rights, ownership and interest in the Work to Employer, including all interest in the copyright in the Work, and in any other intellectual property or moral rights in the Work.

3. Payment. Employer shall pay Musician an amount equal to $_____ per _____ of work on the Work. Such aggregate payment shall be made by Employer to Musician not less than thirty (_____) days following the last day that the Musician worked on the Work.

4. Musician's Representations and Warranties.

a. Musician represents and warrants that Musician has obtained all rights, clearances, licenses, or other permissions necessary for the production of the Work, and that the Work does not infringe on the rights of any other person or entity, including any copyright or other intellectual property rights.

b. Musician represents and warrants that Musician has the legal ability and standing to execute this Agreement without the consent of any other person or entity.

c. Musician represents and warrants that it has not granted, nor will it attempt to grant in the future, any other person or entity any rights or interest in the Work or in the copyright in the Work.

5. Indemnification. Musician agrees to indemnify and hold harmless Employer from any claims, actions, suits, damages, or other costs arising out of any breach of the representations and warranties set forth in Section 4 above.

6. Independent Contractor. Musician is an independent contractor providing services to Employer, and is not an employee of Employer. Nothing in this Agreement is intended to create or demonstrate an employment relationship between Musician and Employer.

7. Further Acts. Musician agrees to carry out any further actions necessary to ensure that Employer secures the copyright and other intellectual property rights in the Work.

8. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of _____, without regard to conflicts of law principles.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Employer:

_____

If to Musician:

_____

12. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between Employer and Musician, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

14. Confidentiality. Musician agrees to treat and hold in confidence and not disclose all Confidential Information that Musician may have obtained from Employer or any affiliate of the Employer as a result of working on the Work and in the performance of this Agreement. In the event that Musician is requested or required (by oral question or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar legal proceeding) to disclose any Confidential Information, Musician shall notify Employer promptly of the request or requirement. For the purposes of this Agreement, "Confidential Information" means (i) the terms and provisions of this Agreement and (ii) all confidential or trade secret information owned by Employer or any of its affiliates or licensed from third parties regarding (a) music, lyrics, songs, music concepts, lyric concepts and song concepts; (b) lists of artists, bands and concepts for an artist and/or band; (c) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, contracts and other agreements, suppliers, customers, and customer lists; (d) the identity, skills and compensation of employees, contractors, artists, writers and consultants; (e) specialized training; and (f) information related to Creative Material owned by Employer or any of its affiliates or licensed from third parties.. The term "Creative Material" means music; lyrics; songs; discoveries; developments; trade secrets; processes; formulas; data; lists; software programs; and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere.. Confidential Information shall not include any information (a) which is disclosed pursuant to subpoena or other legal process, (b) which has been publicly disclosed, or (c) which is subsequently disclosed to any third party not in breach of a confidentiality agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

EMPLOYER

_____

a _____

By:

Name: _____

Title: _____

MUSICIAN

_____