

PRODUCER – COMPOSER CONTRACT

THIS AGREEMENT is for the services of music and/or entertainment described below between the undersigned Artist(s) (includes accompanying musicians and/or entertainers as described below, hereinafter referred to as "ARTIST") and the undersigned Producer (hereinafter referred to as "PRODUCER").

1. PRODUCER hereby employs ARTIST upon the terms and conditions contained herein, and the Standard Terms and Conditions attached, to render services when requested by PRODUCER as musical director, conductor, arranger and composer, in connection with the proposed program:

_____ (hereinafter referred to as the "Program"). ARTIST may be required to compose original music suitable in duration and content for the use as the title, background, theme, bridge and cue music for the Program. This will consist of a one (1) minute open, one 10-second and two 5-second bumpers, and a 40 second close. ARTIST will also arrange, rearrange, orchestrate, copy and score its own music and/or music written by others (submitted by PRODUCER to ARTIST for use in the Program); furnish arrangements, orchestrations and other materials as PRODUCER may require (all of the foregoing hereinafter referred to as the "Material"); rehearse, perform, record, re-record, mix, produce and deliver high-quality, first-class master recordings of the Material on Digital Audio Tape (DAT), and synchronize such recordings of the Material in timed-relation with such portions of the Program as PRODUCER may designate.

2. ARTIST shall deliver to PRODUCER a fully arranged and orchestrated score of the Material, as well as master recordings of the Material in a timely fashion to meet PRODUCER'S production schedule. ARTIST'S services shall continue until Material and master recordings are delivered to PRODUCER. The services to be performed by ARTIST shall be performed in or around the city of _____, in the state of _____. During the Term of this Agreement, ARTIST'S services will be non-exclusive to PRODUCER, and on a first call, first priority basis. Such services shall take precedence over any other activities in which ARTIST may engage.

3. ARTIST shall be paid, and agrees to accept, the following compensation as payment in full:

a) The total sum of _____ Dollars (\$ _____): _____ Dollars (\$ _____) at contract signing; the balance of _____ Dollars (\$ _____) when Master Tape(s) are delivered.

This amount shall be considered a complete buyout for all uses of the Material and master recordings in all media in perpetuity. PRODUCER shall not be required to make any payment for any use or reuse of the Material, the master recordings delivered by ARTIST, or the Program in any form of television, theatrical release, foreign use, and supplemental markets.

4. PRODUCER is not obligated to use or authorize the use of the music, Material or other results of ARTIST'S services. PRODUCER releases its obligations to ARTIST by payment (see paragraph 3 above).

5. PRODUCER will grant screen credit to ARTIST, provided ARTIST is not in default of this Agreement (completes all services, and delivers all Material and master recordings required). All other matters related to such credit shall be determined by PRODUCER in its sole discretion. No casual or inadvertent failure to grant credit by PRODUCER or any third party shall be considered a breach by PRODUCER.

6. ARTIST grants to PRODUCER all rights to the Program, all Material furnished by ARTIST and all results and proceeds of ARTIST'S services. ARTIST shall have no right, title or interest of any kind regarding this Material. ARTIST hereby acknowledges and agrees that PRODUCER shall have the absolute, unqualified and perpetual right throughout the world to use and reuse the Program, all Material and master recordings, in all media, whether known or hereafter discovered, including, without limitation, the right to rerun the Program or portions thereof on television an unlimited number of times anywhere in the world (whether by means of pay or free television or tape, video cassettes, electronic video recordings or other component devices or any other process, device or method now in existence or hereafter discovered) and to exhibit the same theatrically. PRODUCER, in its own discretion, shall be entitled to change, alter, revise, add to or subtract from, any Material and/or master recordings created by ARTIST, and to combine the same with other material created or furnished by others.

7. ARTIST will be solely responsible for the cost of all facilities, instruments and equipment used in creating the Material and master recordings, for payment of compensation, and all other employer obligations to any musicians, performers or others engaged by ARTIST in connection with the Material and/or the master recordings. ARTIST shall advise PRODUCER in writing of the names and addresses of all such persons before ARTIST engages their services. PRODUCER shall own the results and proceeds of the aforementioned services as PRODUCER may require to evidence or effectuate PRODUCER'S rights. ARTIST shall indemnify and hold PRODUCER harmless from and against any and all claims, liabilities, damages, costs and expenses of every kind or nature (including attorneys' fees) arising out of any claim against PRODUCER by any such persons.

8. PRODUCER may transfer and assign this Agreement, or delegate all or any of its obligations, to any person, firm or corporation. In the event of such assignment or delegation, PRODUCER shall be released and discharged from all of its obligations. ARTIST shall not assign this Agreement or its rights, or delegate its obligations, in whole or in part, except with PRODUCER'S prior written approval. Any such assignment or delegation shall be considered null and void. This Agreement shall be binding upon the parties and shall benefit the parties' permitted successors, licensees and assigns.

9. Any notice pertaining to this Agreement shall be in writing. Any such notice and payment due to ARTIST shall be served by delivering notice or payment personally or by mail, cable or telex (postage or applicable fee prepaid), addressed as follows:

_____. Any notice to
PRODUCER shall be served by mail (postage prepaid) and addressed as follows:

with copies of such notices concurrently sent to:

STANDARD TERMS AND CONDITIONS

A. The services rendered and the materials furnished by ARTIST are of a special, unique, extraordinary and intellectual character. For this reason, a breach of any of the provisions of this Agreement will cause PRODUCER irreparable injury and damage. Therefore, ARTIST expressly agrees that PRODUCER shall be entitled to injunctive and other equitable relief to prevent a breach of all or part of this Agreement.

B. If, at any time during the term of this Agreement, the ARTIST'S services are materially hampered, interrupted or prevented due to an act of God, war, riot, civil commotion, fire, casualty, strike, labor dispute, act of any Federal, State or local government, death, disability or default of any principal member of the cast, the Director, the PRODUCER or the Executive PRODUCER, network cancellation of the Program or for any reason beyond PRODUCER'S reasonable control, PRODUCER shall be entitled to suspend ARTIST'S services and PRODUCER'S obligations while such contingency continues. If such suspension continues for a period of four (4) weeks, PRODUCER may terminate ARTIST'S services and all of PRODUCER'S obligations. If ARTIST'S services and PRODUCER'S obligations have not been terminated, they shall resume on a date selected by PRODUCER at the end of any such contingency. PRODUCER shall be entitled either to reduce its obligation to ARTIST by the period of time of such suspension, or, if PRODUCER desires, to extend the term by a period equal to the period of such suspension. During any period of suspension, ARTIST may render services for any other person on its own behalf, subject to the provisions of this Agreement (PRODUCER has the right to require ARTIST to immediately resume rendering services at any time). PRODUCER may terminate any suspension prior to the end of the event causing said suspension.

C. ARTIST'S failure, refusal or neglect for any reason whatsoever, including sickness, disability, accident or default, to render its services as required shall give PRODUCER the right to suspend ARTIST'S services and PRODUCER'S obligations. If PRODUCER elects to suspend ARTIST'S services and PRODUCER'S obligations, PRODUCER shall be entitled to substitute another person to perform ARTIST'S services during the period of

suspension. No compensation shall accrue or become payable during any period of suspension. If PRODUCER shall elect to make payment of any compensation during any period of suspension, such payment shall not be considered a waiver by PRODUCER of any of its rights under the Agreement, and PRODUCER may apply such payment against any compensation accruing or becoming due. During any period of suspension for disability or default, ARTIST shall not render services for any other person. If PRODUCER has not exercised its right to terminate ARTIST'S services and all of PRODUCER'S obligations, both shall resume on a date selected by PRODUCER. PRODUCER shall be entitled either to reduce its obligation to ARTIST by the period of time of such suspension, or, if PRODUCER desires, to extend the term by a period equal to such suspension.

D. PRODUCER shall be entitled to assign or transfer this Agreement in whole or in part, and shall be entitled to delegate any or all of its obligations. Any breach by any assignee or licensee of any of the terms of this Agreement shall not constitute a breach by PRODUCER, nor shall ARTIST have the right to terminate this Agreement or hold PRODUCER liable for any such breach. ARTIST agrees that neither this Agreement nor any of ARTIST'S rights may be assigned or transferred by ARTIST and that none of ARTIST'S obligations may be delegated by ARTIST. Any such assignment or delegation shall be considered null and void.

E. ARTIST will at all times defend, indemnify and hold harmless PRODUCER, the network, the distributor and stations over which the Program is broadcast, the sponsors, their advertising agencies, and their officers, agents, employees and licensees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from:

- 1) any breach by ARTIST of any warranty or agreement made by ARTIST
- 2) the use or dissemination of any materials furnished by ARTIST
- 3) any acts done by ARTIST in connection with ARTIST'S services

F. ARTIST agrees that:

- 1) ARTIST has the right to enter into this Agreement and has neither made nor will make any contractual commitments which would interfere with its full performance.
- 2) Neither the making nor the performance of this Agreement will subject PRODUCER to any claim against PRODUCER for fees or commissions or by any of ARTIST'S agents or personal representatives or any other person, firm or corporation.
- 3) All materials created, written, developed, submitted or suggested by ARTIST will be wholly original and will not infringe upon or violate any rights whatsoever of any person, firm, corporation or association.
- 4) ARTIST shall not at any time authorize or willingly permit any person, firm or corporation to infringe upon the rights granted to PRODUCER. ARTIST authorizes PRODUCER, in ARTIST'S name or otherwise, to institute any proper legal proceedings to prevent any such infringement.
- 5) Should this Agreement be terminated or canceled by lapse of time, mutual consent of the parties, operation of law or for any other reason whatsoever, all rights acquired by PRODUCER and all warranties and representations made by ARTIST shall continue in full force and effect.

G. Sections 317 and 507 of the Federal Communications Act states that it is a criminal offense for any person connected with the production or preparation of any program intended for broadcasting to accept or pay money, services or other valuable considerations for the inclusion of any matter in this broadcast. ARTIST agrees that he has not accepted nor paid any money, service or other valuable consideration for the inclusion of any "plug", reference, product identification or any other matter in any episode.

H. Service of all written notices shall be sufficient only if delivered personally, mailed, or telegraphed to PRODUCER or to ARTIST. Either party may change the mailing address by giving ten (10) days prior written notice by registered or certified mail.

I. PRODUCER may withhold from funds payable to ARTIST any amounts required under the provisions of

any statute, regulation, ordinance, or order requiring the withholding or deducting of compensation. If the compensation exceeds the amount permitted by any present or future law, such stated compensation shall be reduced while such limitation is in effect. The payment of such reduced sum shall be considered payment in full by PRODUCER.

J. ARTIST agrees to conduct himself appropriately in all social situations and refrain from any behavior that would reflect unfavorably upon the PRODUCER. In the event ARTIST has acted inappropriately at any time during the term of this Agreement, PRODUCER may terminate ARTIST'S employment and be relieved of any obligations to ARTIST, including credit obligations, if any.

K. PRODUCER shall have the right to secure, in PRODUCER'S own name and expense, life, health, accident, cast or other insurance covering ARTIST. ARTIST shall have no right, title or interest in any such insurance. ARTIST agrees to cooperate with PRODUCER in obtaining such insurance (e.g., completing applications and/or forms, and taking a physical exam, if necessary). If ARTIST shall fail or be unable to qualify for such insurance at customary rates, PRODUCER shall have the right to terminate this Agreement, provided that such right of termination is exercised within ten (10) days.

L. ARTIST shall not at any time release any information, advertising or publicity, or make any public statements of any kind, about the engagement, the Program, PRODUCER, PRODUCER'S personnel or operations.

M. ARTIST hereby grants to PRODUCER the right to use and grant others the right to use ARTIST'S name, likeness, biography, picture and portrait in connection with:

(1) advertising and publicizing any of the ARTIST performances; the Program in which the ARTIST performs; any television station or network over which any such Program is telecast; any sponsor of any such Program and the products and services of the sponsor, provided that such use shall only be in connection with the Program in which ARTIST performs.

(2) PRODUCER'S institutional advertising and the publication or fictionalization of any story and screenplay or other literary material upon which the Program in connection with which ARTIST renders its services is based.

N. This agreement and option shall be considered renewed at the end of the period herein unless ARTIST receives a written notice with the intent to terminate this contract. Any questions relating to this agreement shall be interpreted in accordance with the laws of the State of _____.

O. GOVERNING LAW: This Agreement shall be governed by the laws and in the courts of the State of _____ and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the Agreement shall take place in the county of _____, in the State of _____.

Signature below will constitute this as a binding agreement.

DATED: _____

AGREED TO AND ACCEPTED

ARTIST

PRODUCER