

Producer AGREEMENT

This agreement ("Agreement") is made on _____, 20____, between *Artist/ Entity Name:* _____ ("Artist/ Entity") and *Producer's Name:* _____ ("Producer") as Music Track/ Beat Producer in connection with the production currently entitled : _____ ("Track/Beat"). In consideration of the conditions contained herein, the parties hereto agree as follows:

1. Producer's Services. Producer shall provide such Music Track/ Beat composition of the same (the "Music Track/ Beat") as Artist/ Entity may require for the Music Track/ Beat. Producer shall render services hereunder on such date as Artist/ Entity shall designate for the Music Track/ Beat that all Delivery Requirements in Paragraph 2 below have been satisfied.

2. Delivery Requirements. Producer shall deliver the recorded Music Track/ Beat to Artist/ Entity, in time for preparation and dubbing, on or before *date:* _____, or such dates as Artist/ Entity shall require, on *format:* _____. Collectively, the foregoing materials shall sometimes be referred to herein as the "Delivery Materials."

3. Budgetary Requirements. Producer acknowledges that the amounts payable as specified in this paragraph 3 include all amounts necessary to create and deliver the Music Track/ Beat and Delivery Materials including, without limitation, any and all compensation and fees payable to Music Track/ Beat, arrangers, and vocalists and the preparation, rehearsal, performance, recording, mixing and synchronization thereof; the cost of studio rental, recording engineers and crew; any payments which are required to be made pursuant to any applicable law or regulation or the provisions of any collective bargaining agreement; and equipment and instrument rental and cartage and all amounts due to Producer to compensate for his/her services rendered and rights granted hereunder. Artist/Entity shall be solely responsible for all costs in excess of the amounts payable as specified herein.

a. Subject to Producer performing all obligations hereunder, and in full consideration for any and all services rendered by Producer, Producer shall be entitled to receive the following with respect to the Music Track/ Beat and rights hereunder:

Dollars (\$ _____), payable to Producer in the following manner:

- (i) _____ Publishing Percentage (% _____) upon the commencement of services hereunder or signature of this Agreement, whichever occurs later.
- (ii) Royalty Percentage % _____ Dollars (\$ _____) upon completion of all services hereunder with respect to the Music Track/ Beat and the timely delivery to Artist/ Entity of the Music Track/ Beat and the Delivery Materials.

Artist/Entity understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Artist/Entity chooses to defer paying any amount beyond the date on which it is due, Artist/

Entity may be charged at the Producer's discretion, as additional consideration, an amount equal to the current prime rate +2% (as charged by Producer's bank from time to time) on unpaid amounts until paid, compounded monthly. Ownership of the media does not transfer until full payment is made to Producer

4. Grant of Rights. The has been specifically ordered or commissioned by Artist/ Entity for use as part of the Music Track/ Beat, and the Music Track/ Beat is a shares publishing with Solomon s Seal Music Publishing BMI. Except as otherwise provided herein, Artist/ Entity owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well. Artist/ Entity grants Producer an exclusive, worldwide, sub-licenseable, transferable, royalty free license to all media clips produced during the course of the contracted work.

5. Publicity. Producer may use, and permit others to use, Artist/ Entity's name, likeness, and biographical material in and in connection with the Music Track/ Beat, the Music Track/ Beat, a television series derived from the Music Track/ Beat, if any, and the sale, distribution and advertising thereof. Producer and its assignees shall have the sole and exclusive right to issue publicity concerning the Music Track/ Beat and concerning Producer's services with respect thereto. Producer has a revocable license to use finished media(s) for promotional purposes.

6. Credit. Provided that the Music Track/ Beat or a substantial part thereof is incorporated in the version of the Music Track/ Beat exhibited to the public, Producer shall receive screen/ cover credit (if screen credits are included in the Music), substantially as follows:

preferred credit:

Subject to the foregoing, all other characteristics of such credit or any other credit shall be determined by Producer in its sole discretion.

7. Notices. All notices which either party is required or may desire to serve hereunder shall be in writing and shall be served to the addresses specified herein.

8. Indemnification. Artist/ Entity shall at all times defend, indemnify, save and hold harmless Producer, its successors, licensees and assigns, and the officers, agents, employees, directors, officers, representatives and shareholders of each of the foregoing, from and against all claims, losses, liabilities, judgments, costs, expenses and damages (including without limitation, attorneys' fees and legal costs) arising out of or in connection with any breach or alleged breach by Producer of any warranty, covenant, representation or agreement made or to be performed by Producer hereunder, and Artist/ Entity shall reimburse Producer, on demand, for any payment made by Producer, at any time after the date hereof (including after the date this Agreement terminates), with respect to any liability or claim to which the foregoing indemnity applies.

9. Tax Liability

Any sales tax, use tax, or other tax payable on production and delivery of specified

Music Track/ Beat to Artist/ Entity(s) (other than sales tax arising from Producer's purchases of materials or supplies in connection with the production) shall be the responsibility of Artist/ Entity who shall pay, defend and hold harmless Producer from payment of any such taxes.

10. Assignment

This Agreement may not be assigned by either party without the written consent of the other.

11. Insurance Coverage

Artist/ Entity shall obtain, pay for and maintain Professional Liability (Errors and Omissions Liability) insurance covering all intellectual property right infringement (s) that arise from any and all uses of the media. Producer will be notified in writing prior to signing this Agreement. Artist/ Entity will obtain and maintain insurance coverage with respect to Agency/Artist/ Entity job(s) at no cost to Producer and name Producer and Director as a "named insured" on said policies prior to the commencement of preproduction. All Agency/Artist/ Entity supplied insurance will be deemed to be the primary coverage and issued on a non-contributory basis. Agency/Artist/ Entity Umbrella Liability limit will be \$10,000,000. Artist/ Entity will be responsible for any additional insurance premiums resulting from the need to purchase special coverage not provided by the coverage and pay any and all deductibles associated with Artist/ Entity insurance program.

Artist/ Entity will indemnify, defend and hold harmless Producer and Agent/ Director for any and all claims, demands, actions including defense costs and attorneys fees for claims arising from the media(s) and the failure of the Agency/ Artist/ Entity insurance program to be as broad as the Producer's coverage.

12. Enforceability

If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

13. Miscellaneous.

- a. This instrument constitutes the entire agreement of the parties hereto relating to the subject matter specified herein. This Agreement can be modified or terminated only by a written instrument executed by both Producer and Artist/ Entity or Producer's successors and assigns.
- b. This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of _____. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will have jurisdiction and venue in a state or federal court situated within the State of _____; and the parties consent and submit themselves to the personal jurisdiction of said courts for all such purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

date specified above.

Artist/ Entity

Producer

Signature

Signature

Social Security #

Social Security #

Address

Address