

Cano Cain Classic | The Beat Lottery | Loveshooter Inc. Producer AGREEMENT

This agreement (“Agreement”) is made on , 20 , between *Artist/ Entity Name:* (“Artist/ Entity”) and *Producer’s Name:* T.D.Spruill dba Cano Cain Classic (“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. 1

(ii) Royalty Percentage % Music Track/ Beat and the timely delivery to Artist/ Entity of the Music Track/ Beat and the Delivery Materials.

Dollars (\$) upon completion of all services hereunder with respect to the 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: Cano Cain Classic For Solomon s Seal Music Publishing BMI | The Beat Lottery | www.MyOfficeInTheStreets.com

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, copyright infringements, losses, liabilities, judgments, costs, samples, 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.

Use www.sendspace.com or www.wetransfer.com to send large media files to MyOfficeInTheStreets@gmail.com. Once payment and media is received www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will commence services and render your multimedia media design project. Please have a good idea of what you would like before beginning service. A well thought out plan with direction will you save time and money.

Terms And Conditions

By placing an order with www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic | Loveshooter Inc | The Beat Lottery | Cano Cain Classic, you confirm that you are in lease agreement with and bound by the terms and conditions below. This is Art and by purchasing designs or tracks from www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic or T.D.Spruill you are buying Art/ Music from CANO CAIN CLASSIC FOR SOLOMON S SEAL MUSIC BMI (50% publishing royalty).

Thank you for your patronage!

*Before agreeing to this contract be aware there is a non negotiable fee of 50%-100% of total price is required for any work being done. This fee is non-refundable due to the fact it is put into resources for your project.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic artwork is a blessing. God is the creator for we are only vessels.

*There is a \$25 fee for rush orders under 24 hours. Call or Text 404-913-2775 for more info.

If there are any payment issues, discrepancies or failure, action will be taken immediately within context of laws.

Definitions:

The Client: The company or individual requesting the services of www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic: Primary designer/site owner & employees or affiliates.

General

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will carry out work only where an agreement is provided either by email, telephone, mail or fax and payment has been received due to the nature of the business. www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic and the client along with payment, this includes telephone and email agreements.

Website Design

While every endeavor will be made to ensure that the website and any other media or artwork are free of errors, www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic cannot accept responsibility for any losses copyrights incurred due to creation or

malfunction, the website or any part of it, including all art compositions and tracks.

The website, graphics and any programming code remain the property of www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic until all outstanding accounts are paid in full.

Any media (unless specifically agreed) written by remain the copyright of www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic and may only be commercially reproduced or resold with the permission of TheMultiMediaMachine.com.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic cannot take responsibility for any copyright infringements caused by materials submitted by the client or requests including all musical compositions. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic and where no charge is made by MyOfficeInTheStreets.com for such additions, www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic all materials required to complete the media project to the agreed standard and within the set deadline.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will not be liable for any costs incurred, compensation or loss of

earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 75% or payment in full is required with any project before any design work will be carried out..

Once media has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.

Database, Application and E-Commerce Development

[MyOfficeInTheStreets.com](http://www.MyOfficeInTheStreets.com) cannot take responsibility for any losses incurred by the use of any media created for the client. While every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all media is functioning correctly before use.

The client is expected to test fully any application or programming relating to a site developed by www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic before being made generally available for use.

Where "bugs", errors or other issues are found after the site is live, www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will endeavor (but is not obliged to) to correct these issues at a reasonable fee to meet the standards of function outlined in the brief

Compatibility

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will endeavor to ensure that any developed/designed media or website will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Safari/ Firefox and to an acceptable level with other browsers.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano

Cain Classic can offer no guarantees of correct function with all browser software.

Website Hosting

While www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

Payment of Accounts

A deposit or full payment is required from any new client before any work is carried out. It is the www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic policy that any outstanding accounts for work carried out by www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic or its affiliates are required to be paid in full, no later than 7 days from the date of the invoice unless by prior arrangement with TheMultiMediaMachine.com.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email, text and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the

client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Intellectual Property

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic reserve the right to re-use technical components developed during the project and will retain intellectual property rights on each development. The client will hold copyright on all work pending payment of final invoice.

Maintenance

Content - www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic can provide a content maintenance service if required. This is billed at our standard monthly rate or an agreed monthly/annual content maintenance contract.

Platforms:

- . 1. Macintosh (OS 10.1 up to current full release version)

Browsers:

- . 1. Firefox up to current full release

- . 2. Apple Safari - version 5 up to current full release

Browser Plug-ins:

- . 1. Current version of Flash Player

- . 2. Windows Media Player

- . 3. QuickTime

. 4.

Variations and Extensions

In the event of any variations or extensions to this contract, all work will be undertaken in accordance with our hourly rates.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic can also be engaged on a time and materials basis.

Goodwill

This proposal assumes goodwill from both sides regarding:

- . 1. What can reasonably be achieved in a given time frame

- . 2. Making best use of resources to achieve the most effective outcomes

Approval/Sign-off

To authorize commencement of a project www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic must receive a payment of 75% or more of quoted project. Paypal email:

loveshooterinc@gmail.com

All quotes are valid for 14 days from date of issue.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic should raise the matter directly by text to www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic ng 404-913-2775 giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant

feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to www.MyOfficeInTheStreets.com | Loveshooter Inc | The Beat Lottery | Cano Cain Classic (1MyOfficeInTheStreets@gmail.com), who will acknowledge receipt and ensure that the matter is looked into as soon as possible. An initial response to any complaint can be expected within seven days of its receipt; a full and considered

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified above.

Artist/ Entity

Signature Social Security #

Address

Producer

Signature Social Security #

Address

