**COMPOSER AGREEMENT**

Agreement entered into this [DATE], by and between [DIRECTOR] (“Director”) and [COMPOSER] (“Composer”).

A. Director intends to create a [TYPE OF PROJECT] (“Picture”) based upon that certain screenplay tentatively entitled “[NAME OF PROJECT]” (“Screenplay”).

B. Director wishes to utilize the services of Composer in connection with the Picture upon the terms and conditions herein contained.

**ACCORDINGLY, IT IS AGREED AS FOLLOWS:**

**1. COMPOSER’S SERVICES:** Composer shall write, compose, orchestrate, arrange, conduct, perform, record, mix, and produce such original musical compositions, original musical score, and original sound recording of the same (the “Score”) as Director may require for inclusion in the soundtrack(s) of, and the trailers for, the Picture. Composer shall render services in connection with any added scenes, changes, additional sound recording or any retakes of the Picture upon Director’s request. Composer shall perform all services as and when reasonably required by Director in connection with the Score, including but not limited to, those services customarily performed by composers, arrangers, orchestrators, conductors and soundtrack producers in the motion picture industry.

**2. DELIVERY REQUIREMENTS:** Composer shall complete the recording and mixing of the Score, and obtain Director’s final approval of same, so that Composer shall deliver the recorded Score to Director, in time for preparation and dubbing, on or before [DATE], or such dates as Director shall require, in WAV or AIFF format, or such form as Director shall require for all original and duplicate master recordings. Collectively, the foregoing materials shall sometimes be referred to herein as the “Delivery Materials.” Time of delivery is of the essence of this Agreement.

**3. COMPENSATION:** The Composer agrees to work for copy and credit provided all other terms are met. The Composer understands that Composer will receive zero monetary compensation for services rendered hereunder and use of the composition by the Director.

**4. SCREEN CREDIT:** Composer shall be entitled to and accorded credit as Composer in the form of “Original Score by [COMPOSER].“ The form, placement, order, sequence, size, and duration relating to the credit accorded to Composer shall be determined by Director in Director’s sole discretion. No casual or inadvertent failure, nor failure of any third party, to give the applicable credit shall constitute a breach of this Agreement.

**5. NO OBLIGATION TO USE MUSIC OR EXPLOIT PROGRAM:** Nothing contained in this Agreement shall be deemed to require Director or its assigns to publish, record, reproduce, or otherwise use the Score, any part thereof, or any of the proceeds of Composer’s services hereunder, whether in connection with the Picture or otherwise.

**6. GRANT OF RIGHTS:** Composer agrees that Director shall own without limitation, throughout the universe, exclusively and in perpetuity, free and clear of any and all claims, liens, and encumbrances, all rights, title, and interest of every kind whatsoever, whether now known or unknown, in and to all music written, composed, recorded, orchestrated, arranged, or adapted by Composer in connection with the Score, the master recordings embodying the Score, and the results of the Composer’s services hereunder, without any obligation or liability to pay Composer any compensation therefor except as explicitly provided herein. Without limiting the generality of the foregoing, Composer acknowledges that included within the above-referenced rights and interests are (a) all worldwide copyrights, allied, and neighboring rights, in and to the Score, the compositions and sound recordings embodied within the Score, and such results and proceeds, and all renewals and extensions thereof, (b) all music publishing rights, and (c) all rights and interests of every kind now or hereafter existing under and by virtue of any common law rights. The Score has been specifically ordered or commissioned by Director for use as part of the Picture, and the Score is a work made for hire and the Director shall be deemed the author of all the Score for purposes of applicable copyright law. If for any reason the Director is not deemed the author of the Score, Composer hereby assigns all such results and proceeds and all rights therein (including, without limitation, all copyrights therein) to Director irrevocably and in perpetuity.

**7. PROMOTIONAL FILM:** Director shall have the exclusive right to make one or more promotional films of thirty (30) minutes or less and to utilize the results and proceeds of Composer’s services therein at zero additional monetary compensation to Composer.

**8. NAME AND LIKENESS:** Director shall have the exclusive right to use and to license the use of Composer’s name, likeness, and biographical material, solely in connection with advertising, promotion, and exploitation of the Score and the Picture.

**9. ASSIGNMENT:** Director may assign this Agreement, in whole or in part, at any time to any party. Composer may not assign this Agreement.

**10. 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.

**11. EXHIBITION OF PROJECT:** Composer agrees not to exhibit the Picture or Score in public without the written consent of Director; provided, however, that Composer may use the Score for purposes of securing further employment.

**12. RELEASE:** The Composer releases, holds harmless and indemnifies Director from any and all liability for any injuries or damage occurring to Composer’s person or property, or any injuries or damage caused by the Composer to other persons or property, during the period of Composer’s association with Picture.

The Composer certifies and represents that Composer has read the foregoing and fully understands the meaning and effect thereof and intending to be legally bound.

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| **(Print)** Composer Name |  | **(Print)** Director |
|  |  |  |
| Composer’s Email Address |  | Director Email Address |
|  |  |  |
| Composer Telephone # |  | Director Telephone # |
|  |  |  |

Composer Signature Director or Authorized Agent Signature