

COMPOSER AGREEMENT

THIS AGREEMENT is dated as of _____ 20____ between _____
 (“**Producer**”) and _____ (“**Compo-er**”) having an address at
_____.

WHEREAS the Producer is producing a short film currently entitled “_____” (the “**Production**”), and the Producer wishes to engage Composer to compose, arrange, write, adapt, conduct, perform, record and produce an original theme, musical score and master recording of the music for the Production;

IN CONSIDERATION of the representations and warranties and covenants contained in this Agreement and other valuable consideration (the sufficiency of which is acknowledged), the parties agree as follows:

1. SERVICES

a) The Producer engages, and Composer shall supply, on a non-exclusive basis the services of Composer to compose, arrange, adapt, conduct, perform and record an original score for the Production (the “**Score**”), editing and preparing a fully synchronized, mixed, stereo centre track time-coded in a mutually agreeable format for mixing into the soundtrack of the Production (the “**Material Recording**” and together with the Score, the “**Music**”) and to deliver the Music of a quality that is technically and artistically satisfactory to the Producer in the Producer’s reasonable judgment, and to assign and grant the rights thereto in accordance with the terms and conditions hereof, and the Composer accepts such engagement.

b) All music, underscores, music cues, lyrics and songs created by Composer any and all performances of the Score performed by the Composer, or any other performer hereunder, for use in the Production shall be and be deemed to be included in the definition of the Score, including without limitation all outtakes or material not specifically used in the production. Any and all titles of the music contained in the Music or as indicated on the music cue sheets provided by Composer pursuant to this Agreement shall be deemed to have been included in this Agreement.

c) Composer warrants and represents that the Master Recording shall not be subject to the jurisdiction of any union or guild.

2. Compensation

a) In full consideration of the services provided by Composer and all the rights granted herein, the Producer shall pay to Composer, CDN \$_____. The payments herein shall be made as follows: _____% payable on execution of this Agreement, _____% on the successful completion of the Score

and delivery of the Master Recording and other materials required hereunder to ProOucer's satisfaction. Except as otherwise provided herein, the Producer shall be entitled to exploit all of the rights granted to the Producer herein without payment to Composer or any third party of any further fee, royalty or residual.

b) In no event will the Producer be directly responsible for any payments of any kind, including without limitation any residual, royalty or other payments, to any individuals rendering services or granting rights in connection with, without limitation, the preparation of the Score or the recording of the Master Recording for the uses granted herein.

c) Composer shall be responsible for all costs in connection with the creation of the Score and the Master Recording, including, without limitation, recording costs, any payments to third parties which may be necessary to permit the Producer to exercise the rights granted to the Producer in this Agreement, including, without limitation, payments to all music editors, musicians, vocalists, arrangers, orchestrators, copyists, engineers and studios.

3. Delivery: Composer shall, and in accordance with the Producer's reasonable directions and instructions, and at its cost deliver to the Producer the following:

a) the Master Recording, on ProOucer's specified tape size and format no later than _____;

b) if available, the original manuscript of the Score and the conductor's copy of the Score (including the arrangement and orchestration thereof) for the opening theme song and all vocal songs no later than _____; and

c) music cue sheets with SMPTE Time code references, no later than _____ (copies of which shall also be provided to the Producer in electronic form capable of being revised by Producer if necessary).

4. Third Party Services: Composer shall engage at Composer's sole expense the services of all persons or entities (including, without limitation, all musicians, arrangers, studios and other technical personnel) whose performances or services are required in connection with the fulfillment of Composer's obligations hereunder.

5. Grant of Rights

a) Composer hereby irrevocably grants to the Producer, in perpetuity, the following non-exclusive rights:

i) the right to fix and record the Music and use the Music in any manner, in synchronization with the Production (including any trailers or promotional advertisements therefor), to adapt, arrange, change, modify, alter, transpose, make musical versions of, add to, interpolate or subtract or omit portions of the Music in

connection with the Production (including any trailers or promotional advertisements therefor), including, without limitation, the title thereof, in whole or in part, as the Producer in its uncontrolled discretion may deem advisable, it being the intention that subject to the provisions herein the Producer shall have the absolute and unlimited right to use the Score and/or Master Recording in any manner it may in its uncontrolled discretion deem advisable in connection with the Production (including any trailers or promotional advertisements therefor), and Composer hereby waives as against any person, firm or corporation any and all moral rights he may have in connection with the use of the Score and/or Master Recording in connection with the Production, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Score and/or Master Recording, and to restrain its use in any context or in connection with any product or service;

- ii) the right to exploit the Music in connection with the Production, in Producer's sole discretion, throughout the world in any manner and in any and all media and platforms, whether now known or hereafter devised (including without limitation all forms of theatrical release, conventional free television, pay television, cable satellite network, home video device usage, interactive and CD);
- iii) the right to publish, produce, reproduce, distribute, sell, rent, perform in public and communicate to the public by telecommunication the Music in connection with the Production;
- iv) use the name, photograph, likeness and/or biographical material of Composer in connection with the Producer's exercise of the rights granted hereunder; and
- v) the right to protect the rights granted to Producer herein throughout the world.

b) For greater certainty, Composer shall retain one hundred percent (100%) of the copyright and publishing rights in the Music, including the so-called "publisher's share" and so-called "writer's shares" of all public performance royalties attributable to the Score, as determined and distributed by the performing rights society with which Producer or its designee is affiliated.

c) Notwithstanding the foregoing, the parties acknowledge that, other than payments to Composer as specifically provided for herein, there shall be no mechanical copyright or other royalty or residual payable to Composer by Producer in respect of Producer's use of the Music in the Production (and advertisements, promos and excerpts therefrom), including, without limitation, in connection with the reproduction of the Score or the Production on or in any format, including videocassette, DVD and in any other manner or media whether now known or hereafter created.

6. Representation and Warranties: Composer hereby represents and warrants and covenants that:

- (i) Composer has the full right and authority to enter into this Agreement and grant to Producer the rights granted herein;
- (ii) Composer has not done any act or thing by grant or otherwise which does

or will impair the rights conveyed hereunder or interfere with the use and enjoyment of the Music by Producer hereunder; (iii) the Music is wholly original and is not taken from or based upon any other musical or dramatic works or contain compositions which are in the public domain with the exception of arrangements based on public domain material and used with the prior approval of the Producer or its designee, and that they do not in any way infringe on the copyright or any other rights or any person, firm or corporation; and (iv) all payments required to be made to any third parties providing services for the composition and/or production of the Music will be made by Composer and the Producer shall not be obliged to make any such further payments of any kind to any person rendering services in connection with the Score and/or the Master Recording.

7. **Credits:** Composer shall receive a credit as follows: "Score by _____" in the screen credits of the Production with position, size and placement of such credit at Producer's discretion. No casual or inadvertent failure or breach by Producer or any other person, firm or corporation of any contract requiring observance of such credit requirements, shall be deemed a breach of this Agreement.

8. **Assignment:** The Producer may assign the benefit of this Agreement in whole or in part to any person, firm or corporation. Such assignment shall relieve Producer of its obligations hereunder provided the assignee agrees to assume such obligations. This Agreement shall not be assigned by Composer without the prior written consent of the Producer.

9. **No Obligation:** The Producer shall be under no obligation to utilize any of the Music in the production or otherwise.

10. **Indemnity:** The parties hereby indemnify and hold each other harmless from all claims, demands, actions, liability, costs and expenses arising out of any breach or alleged breach of the respective representations and warranties and covenants made hereunder.

11. **Successors and Assigns:** This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective authorized successors, assigns and licensees.

12. **Applicable Law:** This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

13. **Limitation of Remedies:** The rights and remedies of Composer in the event of a breach of this Agreement shall be limited to a recovery of damages in

an action at law, and in no such event shall Composer be entitled by reason of any such breach to terminate this Agreement or to enjoin or restrain the exhibition, exploitation, distribution, broadcast or promotion of the Production.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of

the date written above. Per: _____

_____ [Insert Name of Composer]