**COMPOSER AGREEMENT - NON-PACKAGE DEAL**

This type of agreement is typically used when hiring a composer to create the score for a film under a "creative fee" format where the composer is paid a separate fee for composing the music, and the film company is responsible for all costs related to recording and mixing the music (including musicians).

Calvin Composer

2359 Santa Monica Boulevard #911

Los Angeles, **{State} {Zip}**

**{Insert number}**

January 1, 20\_\_\_\_

Mr. Fred Filmmaker

Fred Film Works, Inc.

9999 Sunset Boulevard

Suite 007

Los Angeles, {State} {Zip}

Dear Mr. Filmmaker:

Thanks for the opportunity to work with you on *Fred’s Nightmare*. The following will outline the agreement between Fred Film Works, Inc. ("Producer") and Calvin Composer ("Composer") in conjunction with the motion picture currently entitled *Fred’s Nightmare* ("Film").

**Services:** Producer hereby engages Composer as an independent contractor to compose the score for *Fred’s Nightmare* (hereinafter called "Score") including all underscore and non-vocal source music under the direction and approval of Producer.

Producer agrees to pay for all production costs incurred in the orchestration and recording of score including but not limited to the following:

 **(a)** Orchestrator(s)

 **(b)** Music Preparation Services (including copyists)

 **(c)** Recording Costs (including musicians, applicable

 union benefits and payments, and all studio and

 recording session costs)

 **(d)** Media Costs (including all tape costs and storage   costs)

 **(e)** Vocalists requested by producer

 **(f)** On-camera and/or "sidelining" musicians

 **(g)** Re-use, New Use, and all Residual payments to musicians

Producer reserves the exclusive right to choose, negotiate, and approve any and all costs incurred in the orchestration and recording of the score.

Composer agrees to conduct and supervise at all music recording sessions.

**First Priority to Film:** Composer agrees to give this project "first priority" during the term of this agreement and not expend substantial efforts on other composing work.

**Disposition of Score:** Producer reserves the right not to accept, use, or promote in any way the Score as provided by Composer. Producer reserves the right to request and Composer agrees to make such changes as Producer deems appropriate in the Score prior to delivery.

**Delivery:** Composer will deliver final music mix recordings as follows:

**a)** Producer will provide Composer with time code work

 tape containing the final edit ("locked" picture) no

 later than January 10, 20\_\_.

**(b)** Composer will prepare synthesizer demos of principal

 cues and themes for review by Producer no later than

 January 24, 2000. Producer agrees to provide any notes

or corrections based on these demos to Composer no later than January 27, 20\_\_.

**c)** Composer agrees to deliver final music mix recordings

 no later than February 10, 20\_\_\_\_.

**d)** Producer to specify tape format and any other

 technical details for final music mix delivery.

**Compensation:** Producer agrees to a fee of $75,000, payable as follows:

 $25,000 payable upon execution of this agreement or commencement of work, whichever comes first; $25,000 payable upon commencement of recording sessions, and $25,000 payable upon completion of the recording sessions All payments should be sent to Calvin Composer at the address included at the end of this agreement.

**Screen Credit:** Single Card Credit in the Main title of the picture on a separate card to read:

 Music Composed and Conducted By

Calvin Composer Size and placement at the Producer’s discretion, however size to be no less favorable than that afforded the Director or Writer.

**Music Publishing and Performing Rights Royalties:** The music publishing company designated for the Score will be Fred Film Music Publishing (ASCAP). Fred Film Music Publishing will own 100% of all worldwide music publishing rights for the Score as described herein. Producer agrees to specify Calvin Composer (ASCAP) as 100% writer and Fred Film Music Publishing (ASCAP) as 100% publisher for all music composed by Calvin Composer on performing rights cue sheets. Producer agrees to prepare accurate performing rights cue sheets and file with ASCAP and provide a copy to Composer no later than 30 days after the sound mix of the film

**Ownership of Sound Recordings:** The owner of the final sound recordings for all music used in the Film will be Fred Film Works. Fred Film Works will own 100% of all worldwide master rights to all music written by Calvin Composer used in the Film.

**Rights of Producer:** Composer acknowledges and agrees that Producer shall be deemed the author of the Score and shall own, and to the extent necessary to accomplish such ownership by Producer, Composer hereby sells, grants, assigns, and transfers to Producer, irrevocably, absolutely and throughout the entire universe, all rights of every kind, nature, and description in and to the Score, the results of Composer’s services hereunder and the results of the services of all third parties rendering services in connection with the Score, together with all rights of every kind, nature and description in and to the title, words, music and performance of the Score and all copyrights therein and extensions and renewals of copyrights therein and all rights existing under all agreements and licenses relating thereto.

**Originality** Composer certifies that Composer composed the musical works described herein (the "Score") as an independent contractor engaged by Producer. Composer certifies that the Score is wholly original with Composer, except to the extent that it is based on or uses material in the public domain or material furnished to Composer by Producer, and that Producer is the author at law thereof and owns all right, title, and interest in and to the Score and the results of Composer’s services rendered in connection therewith (all of which shall be considered as a "work-made-for-hire," specially commissioned by Producer as part of an audiovisual work), including without limitation all copyrights and renewals and extensions of copyrights therein.

**Other Royalties:** Producer agrees to pay to Composer, and Composer agrees to accept, the following royalties with respect to the Score:

**(a)** Eight cents ($.08) per copy for each regular piano sheet music copy sold at wholesale in the United States, and not returned, and for which Producer is paid, which contains music or lyrics of the Score.

**(b)** Ten Percent (10%) of the net wholesale selling price (after

deduction of taxes and customary discounts) of each dance orchestration, folio, composite work or other printed publication (except regular piano sheet music copies) sold in the United States.

**(c)** Fifty Percent (50%) of all net sums actually received by Producer for regular piano copies, dance orchestrations, folios, composite works and other printed publications which contain music or lyrics of the Score, which are sold outside of the United States, and not returned.

**(d)** Fifty Percent (50%) of all net sums actually received by Producer

for licensing of mechanical instrument, electrical transcription, motion picture and television synchronization, video cassette and disc recordings (other than soundtrack album(s) for the Film).

**(e)** Fifty Percent (50%) of any net recovery obtained and received

by Producer as a result of any legal action brought by Producer against any alleged infringer of the Score after deduction of all expenses related to such legal action.

Producer shall not be required to account for or pay royalties on professional or complimentary copies and records (including compact discs, tape recordings and other embodiments of the Score), or copies and records distributed for promotional or charitable purposes.

**Soundtrack and Song Compilation Album Royalties:** Should Producer release or cause to be released any soundtrack albums containing music from the Film, Producer shall pay to Composer a royalty fee of 8% of the suggested retail price for each album sold for Composer’s music as used on the album. All other aspects of soundtrack album creation and inclusion of Score on any soundtrack or song compilation albums subject to good faith negotiation.

**Paid Advertising:** Producer will make best efforts for composer credit, as set forth above, to appear in all advertisements for the film, including print, broadcast, and other forms of advertising. Size and placement at Producer’s discretion, however in no case shall size and placement be less favorable than that afforded to the director or writer of the film.

**Name and Likeness:** Composer hereby grants to Producer the non-exclusive right in perpetuity to use and grant to others the right to use Composer’s name and likeness in any and all media in connection with Composer’s services under this Agreement.

**Warranty and Certificate of Authorship:** Composer represents and warrants to Producer that Composer has full right and legal capacity to execute and fully perform this Agreement and to make the grants, assignments and waivers contained in it, that Composer warrants and confirms they he is the sole writer of the original musical compositions ("Score") delivered to Producer for use in the film and that the Score will not be copied from or based on, in whole or in part, any other work; to the best of Composer’s knowledge as far as Composer knows or should have known in the exercise of due diligence and prudence, nothing in the Score does or will infringe on any property right (copyright, trademark, patent right, right to ideas and the like) or personal right (defamation, false light, moral right and the like) of any person or legal entity; and (iv) there is no pending or threatened claim, litigation, arbitration, action or proceeding with respect to the Score. Composer will indemnify and hold harmless Producer, its affiliated companies, successors and assigns, and their respective directors, employees and agents, from and against any claim, loss, liability, damages or judgments, including reasonable outside attorneys’ fees, arising from any breach of the above representations and warranties. This agreement will inure to the benefit of Producer’s successors, assigns, lessees, and licensees. Composer will execute, acknowledge and deliver such additional instruments as necessary to confirm the intent of this Agreement. This instrument is the entire Agreement between the parties and cannot be modified except by a written instrument signed by the Composer and an authorized officer of the Producer. This Agreement shall be governed by and construed under and in accordance with the laws of the State of California applicable to agreements wholly performed therein.

Agreed to and accepted by the following parties on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 200x.