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COMPOSER AGREEMENT

(Low-Budget Feature)

Date of this agreement (e.g. June 1,1999)

Name of the Composer.

Street address of Composer: (e.g. 1212 Main Street)

City, State and Zip code of Composer.

Dear Salutation to Composer. (e.g. Mr. Smith):

This letter, when signed by you (the "Composer"), will confirm our mutual agreement whereby Name of the Production Company., (the "Producer") has engaged you as an employee for hire to render certain services and to furnish a complete and original musical score (the "Work") for the Motion Picture "Motion Picture Title." (the "Picture").

Producer agrees to pay Composer as full compensation, for all services required of him/her in connection with the Picture and for all the rights granted by the Composer, upon condition that the Composer shall fully and faithfully perform all the services required of him/her hereunder, the sum of Compensation paid to Composer. (\$_____) and other valuable consideration including one VHS copy of the Picture with musical score and a credit in the picture.

Producer employs Composer to write, compose, orchestrate, perform, record and submit to Producer music suitable for use as the complete background score for the Picture. Composer shall bear the full cost of any musicians, studio or equipment rental, guild or union fees or any other costs incurred in preparing the work except for tape stock costs.

The Composer grants the Producer the irrevocable perpetual nonexclusive right to use and license others to use his/her name and likeness in any advertising promotion or exploitation of the Picture and Work.

The Composer agrees that Producer may perpetually use or authorize others to use any of the rights herein granted for commercial advertising or publicity in connection with any product, commodity or service manufactured, distributed or offered by the Producer or others, provided such advertising refers to the Picture, or to the Composer's employment by the Producer.

Composer warrants that all material written, composed, prepared or submitted by him/her during the term hereof or any extension of it, shall be wholly original with him/her and shall not be copied in whole or in part from any other work, except that submitted to the Composer by the Producer as a basis for such material. The Composer further warrants that said material will not infringe upon the copyright, literary, dramatic or photoplay rights of any person. Composer warrants and agrees to indemnify and hold Producer and Producer's officers, shareholders, employees, successors and assigns, harmless from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action and cause of action (including the payment of attorneys' fees and costs incurred) arising out of any

breach or failure of any of Composer's warranties, representations, agreements or covenants herein contained.

The Composer further agrees that all the material which he/she may write, compose, prepare or submit under this agreement shall be the sole property of the Producer as a work-for-hire. All of the material shall be written, composed, prepared and submitted by him/her as the employee of the Producer, and not otherwise. The Producer shall be the author and first proprietor of the copyright, and the Composer shall have no right, title or interest in the material. In the event that any of proceeds of Composers work are not considered a work for hire, then Composers copyright to such work is hereby assigned to Producer. Producer shall have the right to obtain copyrights, patents and/or other protection therefor. The Composer further agrees to execute, verify, acknowledge, and deliver any documents which the Producer shall deem necessary or advisable to evidence, establish, maintain, protect, enforce or defend its rights and/or title in or to the said material or any part of it. Producer shall have the right, but not the duty, to use, adapt, edit, add to, subtract from, arrange, rearrange, revise and change said material or any part of it, and to vend, copy, publish, reproduce, record, transmit, broadcast by radio and/or television, perform, photograph with or without sound, including spoken works, dialogue and/or music synchronously recorded, and to communicate the same by any means now known or from now on devised, either publicly and for profit, or otherwise.

Producer, its successors and assigns, shall in addition to the Composer's services be entitled to and own in perpetuity, solely and exclusively, all of the results and proceeds of said services and material, including all rights throughout the world of production, manufacture, recodation and reproduction by any art or method, whether now known or from now on devised, and whether such results and proceeds consist of literary, dramatic, musical, motion picture, mechanical, or any other form of work, theme, idea, composition, creation or product.

The Composer shall at the request of the Producer execute such assignments or other instruments as the Producer may deem necessary or desirable to evidence, establish or defend his/her right or title in the Work. The Composer hereby appoints the Producer the true and lawful attorney-in-fact of the Composer irrevocably to execute, verify, acknowledge and deliver any such instruments or documents which the Composer shall fail or refuse to execute.

Producer will have and is hereby granted the complete control of the publication of all or any of the musical material written by the Composer hereunder. Producer agrees, however, that in the event it publishes the musical material or causes the musical material to be published by a third party, Producer shall pay to the composer the following fees:

(a) Ten cents (.10) per copy for each piano copy of the Composition and for each orchestration of the Composition printed, published and sold in the United States and Canada by Publisher or its licensees, for which payments have been received by Publisher, after deduction of returns.

(b) Ten percent (10%) of the wholesale selling price upon each printed copy of each other arrangement and edition of the Composition printed, published and sold in the United States and Canada by Publisher or its licensees, for which payment has been received, after deduction of returns, except that in the event the Composition shall be used or caused to be used, in whole or in part, with one or more other compositions in a folio, album or other publication,

Composer shall be entitled to receive that proportion of said royalty which the Composition shall bear to the total number of compositions contained in such folio, album or other publication for which royalties are payable.

(c) Fifty percent (50%) of any and all net sums actually received (less any costs for collection) by Publisher in the United States from the exploitation in the United States and Canada by licensees of Publisher of mechanical rights, electrical transcription and reproducing rights, motion picture and television synchronization rights and all other rights (except printing and public performance rights) in the Composition, whether such licensees are affiliated with, owned in whole or in part by, or controlled by Publisher.

(d) Composer shall receive his/her public performance royalties throughout the world directly from his/her own affiliated performing rights society and shall have no claims at all against Publisher for any royalties received by Publisher from any performing rights society which makes payment directly (or indirectly other than through Publisher) to writers, authors and composers.

(e) Fifty percent (50%) of any and all net sums, after deduction of foreign taxes, actually received (less any costs of collection) by Publisher in the United States from sales, licenses and other uses of the Composition in countries outside of the United States and Canada (other than the public performance royalties as hereinabove mentioned in paragraph (d)) from collection agents, licensees, subpublishers or others, whether same are affiliated with, owned in whole or in part by, or controlled by Publisher.

(f) Publisher shall not be required to pay any royalties on professional or complimentary printed copies of the Composition which are distributed gratuitously to performing arts, orchestra leaders and disc jockeys or for advertising, promotional or exploitation purposes. Furthermore, no royalties shall be payable to Composer on consigned copies of the Composition unless paid for, and not until an accounting therefore can properly be made.

Notwithstanding anything to the contrary contained in this Agreement, Producer, its lessees, licensees and all other persons permitted by Producer to distribute, exhibit or exploit any picture in connection with which any material written, prepared or composed by Composer hereunder is used, shall have the free and unrestricted right to use any such material and to make mechanical reproductions of it without the payment of any sums at all, and in no event shall Composer be permitted or entitled to participate in any rentals or other forms of royalty received by Producer, its licensees or any other persons permitted by Producer to use any such material or mechanical reproductions of it in connection with the exhibition, distribution, exploitation or advertising of any present or future kind of motion picture, nor shall Producer be obligated to account to Composer for any sums received by Producer from any other persons from the sale or licensing or other disposition of any material written, created, or composed by Composer hereunder in connection with the exhibition, distribution, exploitation or advertising of any motion picture. Without limiting the foregoing, Composer shall not be entitled to any portion of any synchronization fee due to the use of the material or any portion of it in motion pictures produced by Producer or by any of its subsidiaries, affiliates or related companies.

Provided Composer fully and satisfactorily renders his/her services pursuant to the terms and

conditions of this Agreement, and that all of the original music contained in the Picture as released is the product of Composer's services, Producer shall accord Composer billing on a separate card as follows: "What kind of credit will the composer receive for his services on the film?" or a phrase substantially similar thereto on the positive prints of said Picture. Except as set forth in the preceding sentence, all other matters about billing shall be decided in Producer's sole discretion.

If Producer, its successors or assigns shall exercise their right hereunder to make, distribute and sell, or authorize others to make, distribute and sell, commercial phonograph records (including, without limitation, discs of any speed or size, tape and wire demos and any and all other demos, whether now known or unknown, for the recording of sound) embodying the material for the Picture and if said records contain Composer's performance as a conductor, they shall pay or cause to be paid to Composer in connection with it a reasonable royalty as is customarily paid in the industry to be negotiated in good faith.

Composer's sole remedy for any breach or alleged breach hereof shall be an action at law for damages, if any. In no event shall Composer have the right to rescind this Agreement or any of the rights granted hereunder nor to seek or obtain injunctions or other equitable relief restraining or enjoining the production, exhibition or exploitation of any motion pictures based upon or using any portion of the Work.

Nothing contained in this Agreement shall be deemed to require Producer or its assigns to publish, record, reproduce or otherwise use the Work or any part of it, whether in connection with the Picture or otherwise.

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 deemed to have been made in the State of In what state is this agreement being entered into? and its validity, construction and effect shall be governed by and construed under the laws and judicial decisions of the State of In what state is this agreement being entered into? applicable to agreements wholly performed therein.

Very truly yours,

By: _____

Name of Production Company Representative.

Production Company Representative Title.

Name of the Production Company.

ACCEPTED AND AGREED TO:

Name of the Composer.

Composer

I hereby certify that I wrote the material hereto attached, as an employee of Name of the Production Company., pursuant to an agreement dated Date of this agreement (e.g. June 1,1999), in performance of my duties thereunder, and in the regular course of employment, and that said Name of the Production Company., is the author of it and entitled to the copyright

therein and thereto, with the right to make such changes therein and such uses of it, as it may determine as such author.

IN WITNESS WHEREOF, I have hereto set my hands this Date of this agreement (e.g. June 1, 1999).

Name of the Composer.

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