

**WORK-FOR HIRE AGREEMENT**

This agreement (“Agreement”) is being entered as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“Company”) and \_\_\_\_\_ p/k/a “\_\_\_\_\_” (“Producer”). Producer shall furnish production services with respect to the delivery of one (1) completed master entitled “\_\_\_\_\_” (“Master”).

- (1) Producer hereby acknowledges and agrees that Producer’s services are being rendered on a “work for hire” basis specially commissioned by Company, within the meaning of the United States Copyright Act. Accordingly, Producer further acknowledges, certifies and agrees that Company is and shall be deemed the author and/or exclusive owner of all of the foregoing for all purposes and the exclusive owner throughout the world of all the rights comprised in the copyright thereof (expressly including the copyrights in and to the “sound recordings” and any renewal or extension rights in connection therewith and excluding copyright in the musical compositions embodied in the master recording produced and written by Producer, subject to paragraph 3 below and Exhibit “A” which is hereby incorporated by reference), and of any and all other rights thereto, and that Company shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as Company determines. If it is determined that Producer’s services in connection with the Master do not so qualify, then Producer hereby irrevocably sells, assigns, transfers, and conveys to Company any and all of Producer’s rights and interests in and with respect to the Master. Company shall own all rights, title and interest in and to the Master, including but not limited to the proceeds of Producer’s services embodied therein, in the United States and throughout the foreign territories. Producer hereby waives any and all so called ‘moral rights’ to the extent permitted by law. Producer will, upon request, execute, acknowledge and deliver to Company such additional documents as Company may deem necessary to evidence and effectuate Company’s rights hereunder, and Producer hereby grants to Company the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright office or elsewhere any and all such documents if the Producer shall fail to execute same within five (5) days after so requested by Company. Producer shall be first accorded the right to do any mixing, remixing, editing or other material altering of the Master produced hereunder by the Producer. If any other person performs these services, Producer shall have the right, at Producer’s sole discretion, to remove his name from the Master.

- (2) In full consideration of the rights granted herein, Company shall pay Producer a non-recoupable fee in the amount of \_\_\_\_\_ (\$\_\_\_\_\_). Producer shall not be entitled to any additional compensation whatsoever in connection with Producer's services provided hereunder or otherwise in connection with Company's exploitation except as specifically provided for herein.
- (3) The compositions embodied on the Master recorded hereunder which are written or composed by Producer (in whole or in part) or owned or controlled by Producer (directly or indirectly, in whole or in part) or in which Producer have a direct or indirect income or other interest of any nature ("Controlled Compositions") are hereby licensed to Company, its designees and licensees for the United States and Canada in each such territory at the rate of one \_\_\_\_\_ (\_\_\_\_\_% ) of the minimum fixed statutory rate determined as of the date the Master was initially recorded. Each party shall own and administer the shares in the Controlled Composition as set forth in Exhibit "A". Except as otherwise provided in this Agreement, mechanical royalties for Controlled Compositions shall be computed, determined, calculated and paid on the same basis as contained in any agreement between Company and a third party, including a third-party distributor ("Distribution Agreement"). Mechanical royalties shall only be payable on records for which royalties are payable thereunder. Notwithstanding anything to the contrary contained herein, if the mechanical license provisions contained in a Distribution Agreement differ from the foregoing provisions, then the applicable provisions hereof shall be deemed amended to conform to such Distribution Agreement. Producer hereby grants to Company and its licensees a worldwide, perpetual and royalty-free license to reproduce Controlled Compositions which are embodied on the Master produced hereunder in promotional Videos featuring Artist's performances and in commercial Videos; it being understood that Producer shall be entitled to Producer's pro-rate share of any royalties attributable to such commercial exploitation.
- (4) Company shall account for and pay all royalties shown to be due to Producer, based on royalties received by Company or any third-party distributor's ("Distribution Company") statements to Company, within ninety (90) days following Company's receipt of such statements. Company shall have the absolute right to rely on the accuracy of Distribution Company's statements to Company and shall not be liable for any errors or omissions contained therein. All royalty statements rendered by Company shall be binding upon Producer and not subject to any objection by Producer for any reason unless specific objection in writing, stating the basis thereof, is given to Company within twelve (12) months from the date such statement is rendered. Failure to make specific objection within such twelve (12) month time period shall be deemed

approval of such statement. Producer will not have the right to initiate a claim against Company in connection with any royalty accounting, or to initiate a claim against Company for royalties on records sold during the period a royalty accounting covers, unless such litigation is commenced within said twelve (12) month period. Producer shall not have the right to examine or audit the books and records of Distribution Company. However, Producer may, at Producer's own expense, audit Company's books and records directly relating to this Agreement that report the sale or other exploitations of phonograph records for which royalties are payable hereunder. Producer may make such audit only for the purpose of verifying the accuracy of statements sent to Producer hereunder and only as provided herein. Producer shall have the right to make such audit by written notice to Company at least forty-five (45) days prior to the date Producer intends to commence its audit. Said audit shall be completed promptly and conducted by a reputable independent certified public accountant or attorney experienced in recording industry audits, in such a manner so as not to disrupt Company's other functions. Producer may make such an examination for a particular statement only once and only within eighteen (18) months after the date any such statement is rendered. In the event that Company elects, in its sole discretion, to conduct an examination or audit of Distribution Company's books and records in respect of any particular royalty statement hereunder, Producer shall be paid Producer's pro rata share, if any, of the Net Monies (defined below) within forty-five (45) days after Company's receipt of payment, if any, from Distribution Company with respect to any such audit or examination. As used herein, the term "Net Monies" shall mean the gross monies actually received by Company in respect of any particular audit or examination of any particular royalty statement less any and all bona fide, documented costs or expenses incurred by Company solely in respect of any such audit or examination. Should Company elect, in our sole discretion, to conduct an examination Producer shall have the right, at Producer's own expense, to participate in the examination thereof with an auditor, subject to the terms of Company's agreement with the Distribution Company, provided Company shall have the right at all times, in Company's sole discretion, to retain or resume control of the conduct thereof.

- (5) Producer hereto warrants and represents that Producer is free to enter into this agreement and to grant the rights granted herein. Producer warrants and represents that all music, elements and materials as embodied in the Master are original, and that Company's exploitation of the Master will not infringe upon the rights of any third party. Producer hereby indemnifies and hold harmless Company and its successors, licensees and assigns from any and all claims resulting from or in any way connected to a breach of this Agreement, warranty and/or representation made herein. Without limiting the generality

of the foregoing, Producer specifically represents and warrants that no composition recorded hereunder is subject to any re-recording restriction which Producer may have been a party.

- (6) Producer's contribution to the Master delivered hereunder shall be free of all liens and encumbrances, and there shall be no claims, demands or actions of any nature pending, threatened in writing or known to Producer with respect thereto. Company shall not be required to make any payments of any nature for or in connection with the acquisition, exercise or exploitation of any rights granted hereunder (including to Producer other than set forth in paragraph 2 and 3 herein).
- (7) Subject to any third-party credit policy, Company shall instruct such third party to accord Producer an appropriate credit ("Credit") on labels of records and the liner notes of the album derived from the Master in substantially the following form: **"Produced by \_\_\_\_\_"**. No non-repetitive, inadvertent failure to comply with the foregoing shall be deemed a breach of this Agreement. Upon written notice from Producer, Company shall use reasonable efforts to cause the third party to cure such failure, on a prospective basis.
- (8) This Agreement contains the entire understanding of the parties relating to its subject matter and supersedes all prior or contemporaneous written or oral agreements, representations, understandings and/or discussions between the parties relating thereto. This Agreement cannot be modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by the party to be charged. This Agreement shall be governed by and construed under the laws and judicial decisions of the State of New York. All claims, disputes or disagreements which may rise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the state courts of the State of \_\_\_\_\_ or the Federal District Courts located in \_\_\_\_\_ County.
- (9) Each party acknowledges that (a) it has either retained separate, independent legal counsel and has been fully advised regarding every aspect of this Agreement, or was advised to retain separate, independent counsel but chose not to retain said counsel; (b) it has read and understood this Agreement; and (c) this Agreement shall not be construed against either party as the drafter, it being understood that this Agreement has been jointly drafted by the parties.

**ACCEPTED AND AGREED:**

**COMPANY**

\_\_\_\_\_  
**Name:**

**By:** \_\_\_\_\_  
**Authorized Signatory**

**EXHIBIT "A"**

**Song Title:** \_\_\_\_\_

**Writer** \_\_\_\_\_ **Splits** \_\_\_\_\_ **Publishing Info** \_\_\_\_\_