

TELEVISION MUSICAL COMPOSER AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PRODUCER]
(the "Producer")

- and -

[NAME OF COMPOSER]
(the "Composer")

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Employment, Services to be Rendered

Producer hereby employs Composer and Composer hereby accepts employment, upon the terms and conditions herein contained, to render services as and when requested by Producer as musical director, conductor, arranger and composer in connection with the [proposed] television program presently entitled "[insert name of program]". The services to be rendered hereunder shall be those services customarily rendered by persons performing similar services in a similar capacity in the television industry (the "Services"), including without limitation:

- (a) composing original music suitable in duration and content for use as the title, background, theme, bridge and cue music for the Program, consisting of a 1-minute open, one 10-second and two 5-second bumpers, and a 40-second close;
- (b) arranging, rearranging, orchestrating, copying and scoring music written by Composer and/or music written by others and submitted by Producer to Composer for use in the Program;
- (c) furnishing arrangements, orchestrations and other materials as Producer may require (hereinafter collectively referred to as the "Material") suitable for use on the Program;
- (d) rehearsing, performing, recording, re-recording, mixing, producing and delivering to Producer high quality first class master recordings of the Material on DAT in accordance with Producer's specifications and synchronizing such recordings of the Material in timed-relation with such portions of the Program as Producer may designate;
- (e) such other services as Producer may from time to time request.

2. Term

Composer shall render the Services commencing on or about the effective date of this Agreement, and shall deliver to Producer a complete score of the Material, fully arranged and orchestrated, and master recordings of the Material in a timely fashion so as to meet Producer's production schedule. The Services shall continue until the completion thereof as required by Producer and delivery of all Material and master recordings in accordance with Paragraph 1 above. The Services shall be performed at such times as Producer may from time to time designate. Composer's services shall be non-exclusive to Producer, but on a first call, first priority basis as and when required by Producer, and shall take priority over any other activities in which Composer may engage.

3. Compensation

As full and complete consideration for all Services rendered in connection with the Program, and the results and proceeds therefrom, and all rights and material herein purchased, granted and agreed to be granted, and provided that Composer shall fully and faithfully complete all Services and deliver all Material and master recordings as required hereunder, Producer shall pay Composer the following compensation:

the sum of _____ Dollars (\$###.##), payable as follows:

- (i) \$###.## upon execution hereof, receipt of which is hereby acknowledged by Composer _____ [initials];
- (ii) the balance of \$###.## on delivery of the master recordings.

Except as expressly provided herein, no other sums shall be paid to Composer and the sum specified above shall be a final and complete purchase by Producer for all uses of the Material and master recordings throughout the universe in all media in perpetuity. Without limiting the generality of the foregoing, Producer shall not be required to make any payment for any use or reuse of the Material, the master recordings or the Program in any form of television, theatrical release, foreign use, supplemental markets or otherwise.

4. No Obligation to Use

Nothing herein contained shall be deemed to impose any obligation on Producer to use or authorize the use of the music, Material or other results and proceeds of the Services, and Producer shall have fully discharged its obligations to Composer hereunder by payment of the amount(s) set out in paragraph 3 above.