Composer Contract

This agreement is made by and between _____ ("Composer") and _____ ("Producer"), producer of the student film tentatively entitled _____ ("Motion Picture"), a production of the Glendale Community College ("Owner"). This Agreement shall bind the parties hereto upon its execution and shall become effective upon the date signed below.

1. SERVICES: Composer shall compose, record, produce and deliver approximately ____ minutes of Original Music Score (the "Score") for the Motion Picture, subject to creative decisions of Producer and Composer during scoring process. Composer's services shall be rendered on a non-exclusive basis, provided the Producer and Composer agree that the Composer's services for third parties will not materially interfere with the Composer's services for Producer. Time is of the essence to the delivery of the Score. It is the intent hereof that the Composer will begin composing the Score as soon as they receive the locked and final video version, and that the completed Score for the Motion Picture will be delivered, in the format specified by Producer, within days of obtaining the locked and final video version, on or about _____.

2. PACKAGE FEE: $_____. The Package Fee shall include all costs for writing, recording and delivering the Score, including all costs for the electronic score and shall be disbursed according to the following payment schedule:
    a. $_____ due immediately upon execution of this contract.
    b. $_____ due upon Composer's delivery, and Producer's approval, of the finished Score.
    c. Copy of Motion Picture: Producer agrees to furnish a DVD or high-resolution digital copy of the finished Motion Picture to the Composer within 30 days of the finished product.

3. EARLY TERMINATION: The Producer may terminate this agreement at any time in the event of the failure of the Composer to fulfill any obligations under this agreement. Prior to termination, the Producer shall provide written notice of the intent to terminate and shall provide the Composer an opportunity to consult with the Producer regarding the reason(s) for termination. The Composer shall be paid for services rendered up to the point of written notice of intent to terminate.

4. SCREEN CREDIT: If the Composer's Score is used, the Composer shall receive screen credit in the finished Motion Picture, to read: _____

5. OWNERSHIP OF SCORE: Composer hereby acknowledges and agrees that the Score and all other results and proceeds of Composer's services (collectively, "Work") hereunder have been specially ordered or commissioned by Producer for use as part of the Motion Picture, that the Score shall constitute a "work-made-for-hire" as defined in the United States Copyright Act of 1976, that Owner shall be the author of said work-made-for-hire and the owner of all rights in and to the Work, in accordance with the terms and conditions herein contained, including, without limitation, the copyrights therein and thereto, throughout the universe in perpetuity.

6. RIGHTS OF PRODUCER: Producer to have the perpetual, irrevocable right to use the Score in connection with any and all exploitation of the Motion Picture in all media, including advertising and promotion of the Motion Picture.

7. NOTICES AND PAYMENTS: All Composer's monies and correspondence to be directed to the following address:
    _____
    _____

8. WARRANTIES AND REPRESENTATIONS: Composer hereby makes customary representations and warranties as to the originality of the Score, that the Score violates no rights of any third party, that there will be no liens or encumbrances on the Score, and that the Producer will be free to use the Score in the Motion Picture and the exploitation thereof.

9. NO OBLIGATION TO USE: Nothing herein contained shall be construed to obligate Producer to incorporate the Score in the Motion Picture, any soundtrack album derived therefrom, or any other work. Nothing herein contained shall prevent Producer from incorporating in the Motion Picture or any other work in which the Score may be used other compositions, arrangements, or master recordings composed, arranged, or produced by someone other than Composer.

THE UNDERSIGNED HAVE READ AND AGREE TO THE ABOVE TERMS:

COMPOSER	SIGNATURE	EMAIL	DATE

PRODUCER	SIGNATURE	EMAIL	DATE