

FILM SYNCHRONIZATION AGREEMENT

THIS AGREEMENT, dated the ___th day of _____, 20___,
between _____, (hereinafter referred to as "Composer" and
_____, (hereinafter referred to as "Employer").

WHEREAS the Composer has hereto written and composed certain musical compositions, lyrics and arrangements, including arrangements of public domain material (all herein called (Music) as independent contractor of _____(Employer), a California based company, in connection with the motion picture now entitled:

" _____(FILM TITLE)".

In consideration of the premises, it is agreed as follows"

1. Composer hereby licenses to Employer and its assigns, as their interest may appear, on a non-exclusive basis, the following rights including, without limitation, the complete, unencumbered, exclusive and perpetual right throughout the world to exhibit, record, reproduce, broadcast, televise, transmit, publish, copy, print, reprint, vend, sell, distribute, perform and use for any purpose, in connection with the motion picture as defined herein, whether or not now known, invented, used or contemplated, and whether separately or in synchronism or timed relation with the Picture or trailers, clips or portions thereof, or any other motion picture or otherwise, all or any part of the matters and things referred to in this paragraph and to refrain from all or any part thereof. Employer or its assigns may add lyrics from all or any part thereof. Employer or its assigns may add lyrics in any language, and otherwise add to, subtract from, arrange, rearrange, revise and adapt all such material and the Picture in any manner, and Composer hereby waives the "moral rights" of authors, as said term is commonly understood throughout the world. Said license of rights is conditioned upon and subject to the following:

(a) Motion pictures containing the Music may be exhibited by any licensed or authorized exhibitor. No such license shall be required in any of the situations referred to above with respect to which Employer reserves the right to perform the Music.

(b) Under no circumstances shall the Composer, and of his successors in interest, or anyone acting in his behalf, have the right to take any proceedings that would have the effect of enjoining and/or preventing and/or otherwise interfering with the public exhibition and performance anywhere in the world and by any means or method now or hereafter known of motion pictures with the Music included therein, nor shall Employer or any distributor of such motions picture be liable to Composer for any action that the association or anybody may or may not take in administering the remaining performing rights or for any payments that the licensing organization (A.S.C.A.P., B.M.I. etc..) may or may not make to the Composer.

(c) Neither Employer or any distributor of any motion picture shall be liable to the Composer, or his successors in interest, or to the licensing body or its affiliates, for any payment of any sums by reason of performances of the Music as contained in the motion pictures, with the exception of payment of the statutory mechanical rate at the time of execution of this Agreement paid by Employer to Composer or his music publisher for the sale to the public of the Music on sound tracks released as phonorecords, video tapes, compact discs, cassette tapes, digital video discs or any and all methods now known or that may come into being.

(d) Composer and his heirs, executors, administrators or other personal representatives, agents, successors or assigns shall have no independent right to license performances of the Music as included in motion pictures or to otherwise interfere in any way with the distribution and exhibition of motion pictures containing the Music.

(e) For the purpose of protecting motion pictures in which any music is used or to be used, Employer or its assigns shall always have the right to impose restrictions upon the performance of such Music apart from motion pictures.

2. As used herein, the following terms shall unless the context clearly provides to the contrary, have the following meanings:

"Motion picture" or its equivalent means and includes, but is not limited to motion pictures cinematographic films and photoplays of every kind and nature whatsoever (including films for television, video tapes, and films produced electronically), including the sound track thereof, as well as trailer, clips and portions thereof, and copies of any of the foregoing, produced by any means now known or hereafter known, invented, used or contemplated by which photographs, pictures, images or other visual or audiovisual reproductions or representations are or may be printed, imprinted, recorded or otherwise preserved on material of any description (whether translucent or not) for later projection or exhibition in such manner that the same are or appear to be in motion on a screen, mirror, monitor, tape or any other medium or device whether or not accompanied by sound track.

"Sound Track" means and includes sound recordings and reproduction of every kind and nature whatsoever produced by means of electrical, electronic, mechanical, or other processes or devices now known or hereafter known, invented, used or contemplated by which sound may be recorded for later transmission or playback in synchronization or timed relation with motion pictures or separately on phonograph records, or otherwise.

"Copies", with reference to a motion picture or sound track, means and includes any negative or positive print, dupe, negative, video or other electronic tape recording, disc or other physical article of any kind produced by means of any process or device now or hereafter known or contemplated. on which such motion picture or sound track, or any part thereof, is printed, imprinted, recorded, reproduced or duplicated.

"Exhibitor" means any person, firm, or corporation who holds a valid and subsisting license from the copyright proprietor of the motion picture involved (either directly or indirectly through distributor, subdistributor or other licensee of such copyright proprietor) to exhibit and perform such motion picture (including the Music), publicly, whether theatrically, on free pay or subscription cable television, cable, satellite, airlines, armed services or other, by any means or media whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above

By _____
EMPLOYER

By _____
COMPOSER