

COMMERCIAL MUSIC CONTRACT

THIS AGREEMENT is for the services described below between the undersigned Purchaser (hereinafter referred to as "PURCHASER") and the undersigned Licensor (hereinafter referred to as "LICENSOR").

1. The LICENSOR hereby agrees to produce and deliver to the PURCHASER the following radio/television commercial package under the following terms and conditions:

(a) The musical style of the commercial package desired by the PURCHASER is described as:

(b) The vocal style most desired by the PURCHASER can be generally described as:

(c) The length(s) of the Commercial(s) most desired by the PURCHASER is _____ seconds long.

(d) The recommended lyrics or voice-over for the Commercial Package are as follows:

- Introduction:

- Bed:

- Exit:

- Additional Notes:

- 2. LICENSOR agrees to produce and deliver to the PURCHASER the commercial(s) stated above within THIRTY (30) days.
- 3. LICENSOR agrees to follow as closely as possible the outlines stated above for production style and copy.
- 4. LICENSOR shall retain all rights and copyrights to the music, melody and lyrics to the commercial. The use of the music, melody and lyrics is only to be LEASED to the PURCHASER for the territory specified for the term of this agreement
- 5. LICENSOR hereby warrants and represents that the music, melody, and lyrics of the commercial is new and original and does not infringe on the rights or copyrights of others. LICENSOR further agrees to defend PURCHASER against any proceedings against him for copyright infringement. All costs of any such legal proceedings will be the LICENSOR'S responsibility.
- 6. LICENSOR agrees not to license the music, melody or lyrics for this particular commercial to any other person, firm or corporation within a radius of ONE HUNDRED (100) miles of the PURCHASER'S broadcast center. This broadcast center is defined as _____.
- 7. PURCHASER agrees not to broadcast or otherwise use the performance embodied in the commercial for any other market or region outside the aforementioned broadcast center without the express written approval of LICENSOR.
- 8. LICENSOR agrees to provide PURCHASER, at no additional cost, one mp3 version and one CD-R (audio) of the commercial package. Additional copies may be purchased at the following rate:
 - (a) Digital copies: \$ _____ each
 - (b) CD-Audio copies \$ _____ each
- 9. The term "commercial package", as used herein, is defined as the following:
 - a) One thirty second version with no vocals
 - b) One thirty second version with intro vocals
 - c) One thirty second version with outro vocals
 - d) One thirty second version with intro & outro vocals
 - e) One thirty second version with full vocals
 - f) One sixty second version with no vocals
 - g) One sixty second version with intro vocals

- h) One sixty second version with outro vocals
- i) One sixty second version with intro & outro vocals
- j) One sixty second version with full vocals

10. Transfer, sale or reassignment of this lease by PURCHASER is strictly forbidden without the written express consent of LICENSOR.

11. LICENSOR has the option at any time during the initial term of this AGREEMENT to purchase from the LICENSOR all rights and copyrights to the music, melody and lyrics of this particular musical commercial. The purchase price of said rights shall be \$_____. Upon payment of this amount, LICENSOR will relinquish and release to PURCHASER all rights and copyrights worldwide to the performance and ownership.

Payment of LICENSOR by PURCHASER for the commercial package herein shall be as follows:

- (a) A deposit of \$_____ shall be paid to LICENSOR at the time of execution of this AGREEMENT.
- (b) The balance due LICENSOR shall be paid within TEN (10) days of the delivery and receipt by PURCHASER of the completed commercial package.

The agreed upon price of the commercial package is \$_____ per year. This fee is for the exclusive right to use and re-use the commercial package for the specific area mentioned in Section 4 of this AGREEMENT. This price is exclusive of sales tax or any other taxes due and payable from the sale of this license.

12. GOVERNING LAW: This AGREEMENT shall be governed by the laws and in the courts of the State of _____ and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the AGREEMENT shall take place in the county of _____, in the State of _____.

DATED: _____

For PURCHASER

For LICENSOR

Signature

Signature

Name

Name

Address

Address

City/State/Zip

City/State/Zip

Telephone

Telephone