

Musical Services Agreement

This **MUSICAL SERVICES AGREEMENT** (the "**Agreement**") dated as of _____ (the "**Effective Date**") is entered into

BETWEEN: _____, a(n) individual/corporation/organization with the address of _____ ("**Contractor**")

AND: _____, an individual with the address of _____ ("**Composer**")

*Contractor and Composer are collectively the "**Parties**" and each of the Parties is a "**Party**".*

WHEREAS, Contractor desires to engage Composer to provide Services, and Composer wishes to provide the Services, subject to the details outlined herein;

NOW THEREFORE, in consideration of the mutual obligations and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Composer Services.

1.1 Composer shall compose and deliver to Contractor the deliverables listed in Schedule "A" and the provisions of this Agreement. The compositions written in part or in full by Composer within the scope of the Services are the "**Composition(s)**". Any recordings of the Composition(s) shall be referred to herein as the "**Recording(s)**". Composer shall deliver the Deliverables by the dates set out in Schedule "A". Changes to the Composition(s), including their names, requires Composer's prior written approval in each instance.

2. Financial Compensation.

2.1 Contractor shall pay to Composer in consideration of Composer providing the Services and granting the Rights (as defined below) granted herein for the fee of _____ (the "**Compensation**") plus **[HST/GST]** if applicable. Contractor shall pay Composer the Compensation on the following payment schedule:

- a) \$ _____ (50% of the Compensation) plus **[HST/GST]** upon execution of this Agreement;
- b) \$ _____ (20% of the Compensation) plus **[HST/GST]** upon _____;
- c) \$ _____ (20% of the Compensation) plus **[HST/GST]** upon _____; and
- d) \$ _____ (10% of the Compensation) plus **[HST/GST]** within _____ days of final delivery of the Deliverables.

2.2 The Compensation, or any installment of the Compensation, shall be non-refundable. The "**Deliverables**" means the deliverables detailed in Schedule "A". If a payment is late, Composer may choose to not continue providing with the Services, and no additional rights will be granted until such payment is made. Contractor shall be solely responsible for any costs, fees, royalties or other compensation due to third parties.

3. Royalties.

3.1 Composer is entitled to One Hundred Percent (100%) of the so-called writer's share and One Hundred Percent (100%) of the so-called publisher's share of performance rights royalties in the Composition(s). Contractor is not entitled to any writing or publishing royalties with respect to the Composition(s). Contractor shall pay Composer XX% percent of gross royalties received by Contractor in connection with the Recording(s), paid and reported at least twice per calendar year, so long as there are any recording royalties to be paid.

4. Credit.

4.1 Contractor shall provide Composer the credit to Composer as the composer of the Composition(s), and as the party who provides the Services, wherever such credit is provided.

5. Copyright and Grant of Rights.

5.1 Once the Compensation has been received by the Composer, Contractor shall be the sole and exclusive owner, throughout the universe, in perpetuity, of all rights to the Recording(s). The creation of the Recording(s) shall be a "work made for hire" for the purpose of U.S. copyright law and a "work made in the course of employment" for the purpose of Canadian copyright law. If the Recording(s) is/are not deemed to be a "work made for hire" or "work made in the course of employment", the copyright in the Recording(s) is/are hereby assigned to Contractor. Contractor will be the copyright owner of the Recording(s) for all purposes without limitation. Composer hereby irrevocably assigns to Contractor, all Composer's rights, including copyright, in and to the Recording(s) throughout the universe, in perpetuity, in any and all media, now or later known or later invented, free from restrictions. Composer hereby irrevocably waives, in favour of Contractor and its successors, licensees and assignees, the benefit of Composer's "moral rights," or any similar rights in any jurisdiction worldwide, except for the right to be credited. The rights granted herein are retroactive to the initial commencement of Services notwithstanding the Effective Date.

5.2 Composer shall be the author and first owner of copyright in the Composition(s). As between Composer and Contractor, the copyright and all other rights in the Composition(s) shall remain vested in Composer. Composer shall be free to deal with the Composition(s) subject only to the rights granted to Contractor under this Agreement and the restrictions set out herein. Contractor shall not be entitled to make any changes to the Composition(s) without the prior written consent of Composer. Composer reserves all other rights not specifically granted herein.

5.3 In consideration of full payment to Composer of the Compensation and for the other consideration contained in this Agreement, Composer hereby grants to Contractor a licence to use the Composition(s) to the extent necessary for the Services and Deliverables to be used as intended by Contractor, as more specifically outlined in Schedule "A".

6. Breach.

6.1 No act or omission of a Party shall constitute an event of default or breach unless a Party shall first notify the other Party in writing setting forth the alleged breach or default and the relevant Party does not cure the same within thirty (30) days [fifteen (15) days for non- payment] after receipt of such written notice (the "Cure Period"). Either Party may terminate this agreement upon failure of the other Party to cure a breach within the Cure Period.

7. Representations, Warranties and Indemnity.

- 7.1 The Parties represent and warrant that they have the authority to enter into this Agreement and grant the rights, and to provide the Services, as outlined in this Agreement.
- 7.2 Composer represents and warrants that Composer's contributions to the Composition(s) shall not infringe upon or violate any rights of any third party or offend any statute or law, including any common law or statutory rights of any person, firm, or corporation.
- 7.3 Contractor represents and warrants that Contractor shall be responsible for any and all licenses, clearances, consents, approvals, assignments and contracts including, without limitation, in connection with Composition(s) and Recording(s), unless such responsibility has been allocated to Composer in Schedule "A".
- 7.4 Each Party hereby agrees to indemnify and hold harmless the other Party (and their licensees and assigns, and the directors, officers, and agents of the foregoing) from and against any third party claim, loss, liability, judgment, cost or expense, including reasonable external lawyer's fees, suffered or incurred by the Party as a result of or by reason of any breach by the indemnifying Party of their obligations, representations or warranties under this Agreement, provided such claim has been reduced to a final adverse judgment by a court of competent jurisdiction or settled with the indemnifying Party's prior written consent.

8. Confidentiality.

- 8.1 The terms of this Agreement and any other confidential information about both Parties shall be kept secret and confidential, except that the Parties may disclose the terms of this Agreement: (i) to the extent necessary to comply with any law or judicial order; (ii) as part of their normal reporting and review procedures; (iii) to their auditors, counsel, accountants and agents so long as they agree to keep the terms of this Agreement confidential; and (iv) as may be necessary in order to enforce their rights hereunder.

9. General.

- 9.1 This Agreement shall replace and supersede all previous arrangements, understandings, representations or agreements (written or oral, express or implied) between the Parties with respect to the subject matter herein.
- 9.2 This Agreement may be modified only by a written instrument duly executed by the Parties. No waiver by a Party of any default, misrepresentation or breach of warranty or covenant hereunder, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 9.3 This Agreement shall be governed by and construed under the laws and judicial decisions of the province/territory of _____, without regard to conflict of laws principles and any claims shall be submitted exclusively to the jurisdiction of the provincial and federal courts in _____.
- 9.4 This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors, assigns, heirs, executors, administrators and legal and personal representatives.
- 9.5 If there shall exist any conflict between any provision contained herein and any law or policy, the latter shall prevail and the provision or provisions herein affected shall be curtailed, limited or eliminated to

the extent (but only to the extent) necessary to remove such conflict; and as so modified this Agreement shall continue in full force and effect.

9.6 All notices must be in writing and delivered by personal delivery, courier, or email, to the Party at the address listed above or to another address as a Party advises in writing.

9.7 This Agreement is a contract for the provision of independent services by Composer to Contractor. There is no partnership, joint venture, or employer-employee relationship between the Parties, and nothing contained in this Agreement shall be construed to create such a relationship.

9.8 The Parties acknowledge that they have each had, or had the opportunity to obtain, independent legal advice, they each understand their rights and obligations under this Agreement, they are each signing this Agreement voluntarily; and that notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any Party by reason of the authorship of any of the provisions hereof.

By signing below, the Parties accept and agree to all the terms and conditions of this Agreement.

(**“Contractor”**)

(**“Composer”**)

By:
Its:

Name:

Schedule "A"

Specification for the Services:
[insert general description]

(the "**Services**")

Instrumentation: [insert instruments to be used]

Delivery Date: [insert date]

Delivery Format:

Other Details about the Deliverables:

Delivery Schedule:

Additional details: