

COMMERCIAL MUSIC AGREEMENT

AGREEMENT made this _____ day of _____, 2000, by and between _____ (hereinafter referred to as the "Purchaser") and _____ (hereinafter referred to as the "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 most desired by the Purchaser can be generally described as : ROCK, POP, COUNTRY, EASY LISTENING, and/or ORCHESTRAL.

(b) The vocal style most desired by the Purchaser can be generally described as MALE VOCAL, FEMALE VOCAL, MIXED, W/BACKGROUND.

(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 above stated commercial(s) within THIRTY (30) days.

3. Licensor agrees to follow as closely as possible the above stated outlines 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 herein 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 born entirely by the Licensor.

6. The period of this Agreement shall be for _____ years commencing on the date first above written. Purchaser has the option to renew this Agreement THREE (3) times of a period of one year each under the same terms as outlined in this Agreement.

7. Licensor agrees not to license the music, melody or lyrics to this particular commercial to any other person, firm or corporation within a radius of ONE HUNDRED (100) miles of the Purchasers broadcast center. This broadcast center is defined as _____.

8. 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.

9. Licensor agrees to provide Purchaser, at no additional cost, one reel-to-reel (7 1/2 IPS) version and one cassette version of the commercial package. Additional tapes may be purchased at the following rate:

(a) Reel-to-real copies \$ 25.00 each

(b) cassette copies \$ 5.00 each

(c) digital copies (CD or DAT) \$ 35.00 each

10. 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

11. Transfer, sale or reassignment of this lease by Purchaser is strictly forbidden without the written express consent of Licensor.

12. 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.

13. Payment of Licensor by Purchaser for the commercial package herein contained 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.

14. The agreed upon price of the commercial package is \$_____.00 per year for the exclusive right to use and re-use the commercial package for the specific area mentioned in Section 4 of this Agreement to be paid as outlined in Section 13 above. This price is exclusive of sales or any other taxes due payable from the sale of this license.

THE PARTIES HERETO do hereby agree to the conditions and terms of this Agreement and have so executed by signing below.

Purchaser

Licensor