

**REPUBLIC RECORDS,  
A DIVISION UMG RECORDINGS, INC.  
1755 Broadway  
New York, New York 10019**

As of [ \_\_\_\_\_ ]

**[INSERT COMPANY  
NAME AND CONTRACTUAL  
ADDRESS]**

Dear Gentlemen:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you ("Producer") and Republic Records, a division of UMG Recordings, Inc. ("Universal") hereby agree as follows with respect to Producer filming and producing an audio-visual work related to the Universal artist \_\_\_\_\_ (the "Artist"):

1. Universal hereby engages you, and you hereby accept such engagement, to produce an audio-visual work in connection with or otherwise related to Artist and embodying, without limitation, interviews and/or studio performances by Artist (the "Video"). You agree to deliver the Video to Universal in the format, to the place, and on the day as directed by Universal in Universal's sole discretion. Such delivery will include the delivery to Universal of all outtake footage not used by you in connection with the Video, uncut, unedited, and with no soundtrack printed thereon ("Outtakes"). All references herein to "Outtakes" will be deemed to include references to the Video. The video is to be photographed in \_\_\_\_\_ film commencing on \_\_\_\_\_.

2. In full consideration of the rights granted herein and the other warranties, representations, and agreements contained in this agreement, in connection with Producer's delivery to Universal of the Video, Universal agrees to pay to Producer the sum of \_\_\_\_\_ (\$\_\_\_\_\_), which sum will be paid in a manner to be mutually agreed upon by Producer and Universal. As between Producer and Universal, Producer is responsible for paying all costs or expenses incurred in connection with filming, producing, and/or otherwise creating the Video. Producer acknowledges and agrees that no other payments or remuneration is payable to Producer or any person or entity by Universal in connection with Universal's exploitation of the Video. You shall Deliver to Universal no later than \_\_\_\_\_ the original tapes and/or print of the Video. Delivery shall consist of one (1) data DVD containing a full resolution quicktime of the video. The dimensions of this video should be no less than 720 x 480. In addition, you shall deliver one (1) DVCAM master of the video. The master should include thirty (30) seconds of bars + tone and a slate including all production information for the video.

3. Producer warrants, represents and agrees that throughout the universe Universal is the sole, exclusive and perpetual owner of the Video, which ownership entitles Universal, among other things, to all right, title and interest in the copyright in and to the Video. The Video from the inception of its creation will be considered a "work made for hire" for Universal; if the Video or any portion thereof is determined not to be such a "work," it will be deemed transferred to Universal by this agreement, together with all rights and title in and to it. Producer warrants, represents and agrees that the Video (including duplicates, work tapes, etc.) and the performances contained thereon (including, without limitation, all videograms, in any format now or hereafter known), from the inception of their creation, are the sole property of Universal, in perpetuity, free from any claims by Producer or any other person or entity, and Universal has the unlimited and perpetual right to use and control same. Universal (or Universal's designees) has the exclusive right to copyright the Video in its name as the author and owner of them and to secure any and all renewals and extensions of such copyright throughout the universe. Producer will execute and deliver to Universal such instruments of transfer and other documents regarding the rights of Universal or its designees in the Video as Universal may reasonably request to carry out the purposes of this agreement, and Universal may sign such documents in Producer's name (and Producer hereby appoints Universal Producer's agent and attorney-in-fact for such purposes) and make appropriate disposition of them consistent with this agreement. Universal shall have the unlimited right to exploit the Video throughout the universe in perpetuity for any and all purposes by any and all methods now or hereafter known or developed, and in any form whatsoever, under any trademarks, tradenames and label, with no

additional compensation payable to Producer or any other person or entity. Without limiting the foregoing, Universal has the right to edit, alter, translate, dub, subtitle, or otherwise change all or any portion of the Video in its sole discretion.

4. Producer warrants and represents that: (a) Producer has the right to enter into this agreement and to fully perform Producer's obligations hereunder; (b) the execution of this agreement by Producer does not and will not conflict with, violate, or result in a breach of any other agreement to which Producer is a party or by which Producer is bound; (c) Producer has no knowledge of any claim or purported claim that may create any liability on the part of Universal; (d) the Video will not violate or infringe upon the rights of any person or entity; (e) no other person has rendered services in connection with the production of the Video; and (f) Universal shall not be required to make any payments of any nature for or in connection with Universal's acquisition, exercise or exploitation of the Video, except as specifically provided herein. Producer agrees to and does hereby indemnify, save, and hold Universal and Universal's licensees harmless from any and all liability, loss, damage, cost and expense (including legal expenses and attorney fees) arising out of or connected with any breach or alleged breach of this agreement or any claim that is inconsistent with any of the warranties or representations made by Producer in this agreement. Producer agrees to reimburse Universal on demand for any payment made or incurred by Universal with respect to the foregoing sentence.

5. Producer enters into this agreement as, and shall continue to be, an independent contractor. In no circumstance shall Producer look to Universal as Producer's employer, or as a partner, an agent, or a principal. Producer, consistent with Producer's independent contractor status, shall not be entitled to any benefits accorded to Universal's employees, including, but not limited to, workers' compensation, unemployment benefits or life, health or disability insurance. Producer shall file all tax returns, tax declarations and tax schedules as necessary and pay when due, any and all payroll, income or other taxes incurred as a result of your compensation provided herein. Universal will not withhold any employment taxes from compensation it pays to Producer. Rather, Universal will report the amount it pays you on IRS Form 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. None of the benefits, if any that are provided by Universal to its employees shall be available to Producer. Producer's exclusion from benefit programs maintained by Universal is a material component of the terms of compensation negotiated by the parties, and is not premised on Producer's status as a non-employee with respect to Universal.

**6. THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO RELATING TO ITS SUBJECT MATTER. NO CHANGE OF THIS AGREEMENT WILL BE BINDING UNLESS SIGNED BY THE PARTY TO BE CHARGED. THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK. THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN SUCH STATE. THE NEW YORK COURTS (STATE AND FEDERAL), ONLY WILL HAVE JURISDICTION OVER ANY CONTROVERSIES REGARDING THIS AGREEMENT, AND THE PARTIES HERETO CONSENT TO THE JURISDICTION OF SAID COURTS.**

7. This agreement may be executed by facsimile signature and facsimile signatures shall have the same force and effect as original signatures.

**REPUBLIC RECORDS,  
A DIVISION OF UMG RECORDINGS, INC.**

**AGREED AND ACCEPTED**

[ \_\_\_\_\_ ]

DRAFT

DRAFT

By: \_\_\_\_\_  
authorized signatory

By: \_\_\_\_\_

Print: \_\_\_\_\_