

## Acquisition of Music Rights ("Buy-Out")

To: \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

The following constitutes the agreement between you and us on behalf of our client,  
 \_\_\_\_\_ ("Client").

1. You have created and written a certain "work" which is the ( ) music ( ) lyrics ( ) arrangement (check which is applicable) of a musical jingle, a copy of which is annexed hereto, for the purpose of advertising the products or services of Client.
2. You hereby agree that the work is or will be a work-made-for-hire and the sole property of Client. In the event that the work is for any reason deemed not to be a work-made-for-hire, then and in such event, you hereby assign all your right, title and interest in the work to Client. Without limiting the foregoing, it is specifically understood that we have the right to alter, expand, adapt and make any arrangements of said work, and we shall have the sole right to decide whether and in what manner the work will be published, advertised, performed or exploited by us, our successors or assigns. We have the further right to secure a statutory copyright therein anywhere in the world in the name(s) of such person, firms or corporations as we may elect, and we or our designees have the right to secure extensions and renewals of such copyright registrations. All score sheets, lead sheets, folios, master tapes, duplicate tapes or other elements of the production of the work, if any, shall be our exclusive property and provided to us by you upon request.
3. We agree to pay to you and you agree to accept in full consideration for all services rendered by you to us and for all rights granted herein the sum of \$ \_\_\_\_\_ to be paid by us within thirty (30) days following submission by you of appropriate invoice.
4. You represent and warrant to us that:
  - (a) The work created by you is original;
  - (b) It does not and will not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity;
  - (c) No adverse claim exists with respect to it;
  - (d) It has not heretofore been published or exploited in any form anywhere in the world;
  - (e) You own and control said work and all rights in it throughout the world;

(f) You have the full and exclusive right and authority to enter into this agreement and to make the grant herein contained; and

(g) Any and all materials that are incorporated in the work are works made for hire and free from any reversionary rights.

5. You agree to hold us, Client and their assigns and licensees, harmless from and against any loss, damage or expense, including court costs and reasonable attorneys' fees, that we, our within named client, and their assigns and licensees may suffer or incur as a result of any breach or alleged breach of the foregoing warranties.

Please evidence your acceptance hereof and agreement hereto by signing in the place indicated.

AGENCY/ADVERTISER

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

MUSIC SUPPLIER:

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