

**Producer Work for Hire Agreement**

THIS AGREEMENT is made this \*, by and between Gerencia 360 Music, Inc. (“Employer”) located at 300 E. Magnolia Ave. Suite 500, Burbank, CA 91502, and \* d/b/a \* located at \* (“Producer”).

WHEREAS, Employer wishes to engage Producer to perform all services in connection with the Master as are customarily performed by Producer in the recording industry, including, but not limited to engaging work for hire musicians and vocalists, and arranging for the use of recording studios and all other necessary facilities and personnel for Producer to create/contribute and produce the sound recording Master (the “Work”) listed on schedule A, attached herewith and incorporated by reference, as a “work for hire”*;* and

WHEREAS, the Parties both intend for Employer to be considered the author of the Work for the purposes of all copyright and intellectual property issues, and for Employer to be the sole and exclusive owner of the copyright in the Work;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Work for Hire. After the execution of this Agreement, Producer shall commence contribution of/to the Work. The Work shall be a work for hire, and Employer shall own the Work, and shall be the sole and exclusive owner of the copyright in the Work, including all rights of copyright registration, renewal and extension. Employer shall also be considered to be the author of the Work for the purposes of U.S. copyright law, and for the purposes of any other applicable state or federal laws. Producer shall make no claim to ownership of the copyright in the Work, nor shall Producer attempt to exercise any rights, privileges or protections afforded to a copyright holder. Producer waives all moral rights in the Work. Producer shall receive no credit or right to credit for work performed or included in the Work.
2. Assignment. If for any reason the Work shall be deemed not to be a work for hire, then Producer hereby transfers and assigns all rights, ownership and interest in the Work to Employer, including all interest in the copyright in the Work, and in any other intellectual property or moral rights in the Work.
3. Without limiting the generality of the foregoing, Company, its licensees and designees, shall have the sole and exclusive right in perpetuity and throughout the world:

(a) To manufacture, advertise, sell, license or otherwise dispose of the Masters and records derived therefrom upon such terms, and under such trademarks, labels or names, as Company elects, or, in its sole discretion, to refrain therefrom;

(b) To alter, change, modify or edit any of the Masters and all records and reproductions made therefrom. Notwithstanding the foregoing, Producer shall have the first opportunity to make any such alteration, change, modification or edit; provided that Producer is ready, willing and able to render such services in accordance with the specifications and schedule designated by Company for no additional compensation;

(c) To perform the Master publicly and to permit the public performance thereof by any method now or hereafter known; and

(d) To use and publish, and permit others to use and publish, Producer’s name *(including all professional, group and assumed or fictitious names now or hereafter adopted or used)*, and photographs and likenesses of and biographical material concerning Producer in connection with the promotion, exploitation and sale of records derived from the Masters. If so requested by Company, Producer shall provide Company with approved photographs of and biographies concerning Producer promptly upon Company’s request therefor.

1. Payment. In consideration for the services performed by Employer as a work for hire in producing Work and/or any and all transfer and assignment of any rights, ownership and interest in the Work to Employer, including all interest in the copyright in the Work, and in any other intellectual property or moral rights in the Work, Employer shall pay Producer a total amount of \* ($\*).
2. The term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer's services.
3. Producer’s Representations and Warranties.   
     
   a.    Producer represents and warrants that Producer has obtained all rights, clearances, licenses, or other permissions necessary for the production of the Work, and that the Work does not infringe on the rights of any other person or entity, including any copyright or other intellectual property rights.   
     
   b.    Producer represents and warrants that Producer has the legal ability and standing to execute this Agreement without the consent of any other person or entity.   
     
   c.    Producer represents and warrants that it has not granted, nor will it attempt to grant in the future, any other person or entity any rights or interest in the Work or in the copyright in the Work.

d. Producer’s represents and warrants that it has obtained and delivered to Employer all necessary licenses, studio musician work for hire agreements, recording engineer work for hire agreements, approvals, consents and permissions, including, but not limited to, licenses for so-called “sampling.”

1. Music Publishing. The parties hereto agree to engage in good faith negotiations regarding the acquisition by Gerencia 360 Publishing, Inc. of the ownership of any composition written or controlled in whole or in part by Producer prior to the recording of such composition hereunder. It is understood and agreed that a failure to reach agreement with regard to such acquisition shall not be deemed a breach of this Agreement.
2. Indemnification. Producer agrees to indemnify and hold harmless Employer from any claims, actions, suits, damages, or other costs arising out of any breach of the representations and warranties set forth in Section 4 above.
3. Independent Contractor. Producer is an independent contractor providing services to Employer, and is not an employee of Employer. Nothing in this Agreement is intended to create or demonstrate an employment relationship between Producer and Employer.
4. You agree that Employer may use your name, likeness, photograph, and biography in connection with the manufacture, distribution, sale, and exploitation of the Work.]
5. Further Acts. Producer agrees to carry out any further actions necessary to ensure that Employer secures the copyright and other intellectual property rights in the Work.
6. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws and the state courts of the County of Los Angeles, California, without regard to conflicts of law principles.
7. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as noted above.
10. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. Entire Agreement. This Agreement constitutes the entire agreement between Employer and Producer and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
12. Confidentiality. Producer agrees to treat and hold in confidence and not disclose all Confidential Information that Producer may have obtained from Employer or any affiliate of the Employer as a result of working on the Work and in the performance of this Agreement. In the event that Producer is requested or required (by oral question or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar legal proceeding) to disclose any Confidential Information, Producer shall notify Employer promptly of the request or requirement. For the purposes of this Agreement, “Confidential Information” means (i) the terms and provisions of this Agreement and (ii) all confidential or trade secret information owned by Employer or any of its affiliates or licensed from third parties regarding (a) music, lyrics, songs, music concepts, lyric concepts and song concepts; (b) lists of artists, bands and concepts for an artist and/or band; (c)  research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, contracts and other agreements, suppliers, customers, and customer lists; (d) the identity, skills and compensation of employees, contractors, artists, writers and consultants; (e) specialized training; and (f) information related to Creative Material owned by Employer or any of its affiliates or licensed from third parties.. The term “Creative Material” means music; lyrics; songs; discoveries; developments; trade secrets; processes; formulas; data; lists; software programs; and all other Work of authorship, mask Work, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere.. Confidential Information shall not include any information (a) which is disclosed pursuant to subpoena or other legal process, (b) which has been publicly disclosed, or (c) which is subsequently disclosed to any third party not in breach of a confidentiality agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**EMPLOYER**

Gerencia 360 Music, Inc.

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

Luis Del Villar / C.E.O

**PRODUCER**

\*

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

\*

**Schedule A**

**LIST OF SOUND RECORDING MASTERS**

If for any reason the Works shall be deemed not to be a work for hire, I hereby transfers and assigns all rights, ownership and interest in the sound recordings listed here on Schedule A, to Employer, including all interest in the copyright in the Works, and in any other intellectual property or moral rights in the Works.

Artist Name : \*

Tracks :

\*

\*

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

\*