**STATEMENT OF WORK**

***Project Title: “******\*”***

***Project Genre: Video***

## PRODUCER: \*

ADDRESS: \*

TEL: \*

EMAIL: \*

**\***

**Gerencia Music 360**

# 300 E. Magnolia Blvd.

# Suite. 500

Burbank, CA 91502

***PROJECT OVERVIEW:*** GERENCIA MUSIC 360(HEREINAFTER “COMPANY”) WISHES TO UTILIZE THE SERVICES OF THE ABOVE NAMED PRODUCER AS A “PRODUCER” IN CONNECTION WITH THE PRODUCTION AND DELIVERY OF THE ABOVE NAMED PROJECT, UPON THE TERMS AND CONDITIONS HEREIN SET FORTH HEREIN.

SCOPE OF SERVICE

Company hereby engages Producer and Producer accepts such engagement to direct and shoot [film, HD video] the performance of \* (“Artist”) for the selection titled “Presentation Video: “\*” (“Selection”). The Videotape will be shot on or about \*, and will consist of Artist lip synching the Selection and any other “extras” required by producer. Producer shall provide the services as the director and editor of the Film. Producer agree to deliver to Company three (3) offline edited copies (“Rough Cuts”) of the Videotape synchronized with sound for review and approval purposes no later than \*. Producer shall continue to deliver Rough Cuts to Company until Company approves the Rough Cut. Once approved by Company, producer agree to deliver to Company an on-line high quality professionally finished edited master of the videotape synchronized with sound. Producer shall also deliver one (1) USB viewing copy of the final Videotape to Company.

Subject to events of force majeure, default, or the disability or death of Producer, Company hereby engages the services of Producer, and Producer agrees to render services in connection with the production of the Project upon the terms and conditions herein contained. Subject to Company’s final approval, Producer shall supervise the casting of models/talent, scouting of locations, the assembly of crew, and the supervision of photography. Producer shall also assist and supervise the editing, sound mixing and all other post-production requirements of the Project and perform such other services as are reasonably required by Company and are usual and customary in the industry. During the term of employment, Producer will render his services at all places and at all times reasonably required by Company, including nights, Saturdays, Sundays, and holidays.

TIME OF PERFORMANCE

Producer shall deliver to Company the final edited Videotape as well as all Rough Cuts, Film shot, all footage transferred to USB, all audio tapes, audio files, edit lists and script notes, and all elements used which relate in any manner to Artist and/or Videotape, whether or not fully cut, edited, synchronized with sound and titled, and itemized list of same, no later than \*.

Payment for Services Rendered

Provided Producer is not in default and has performed all required services hereunder, Producer shall be entitled to receive the following for services furnished hereunder:

Producer Fee: $\*

Producers Fee shall be payable $\* upon execution of this Agreement and $\* upon delivery of final, fully approved and edited Video in a form and format commercially and technically satisfactory to Company.

No payment shall constitute acceptance of any work completed by Producer. The making of final payment shall not   
constitute a waiver of any claims by Company for any reason whatsoever.

PERMITS, LICENSES AND RELEASE FORMS

Producer shall be responsible for obtaining and shall obtain location clearance(s) and a clearance and/or release, in a form satisfactory to COMPANY, covering each individual, other than Artist, who appears in the Videotape and from each individual who rendered services in connection with the **production** of the Videotape. Producer hereby grants to COMPANY, its affiliates, distributors, licensees and the like, the right to use and license others to use the names and likenesses of the producers, directors and other persons whom Producer furnish or who appear in the Videotape in the distribution, advertising, publicity and promotion of the Videotape. Producer shall enter into an **agreement** with ("Director") to serve as director of the Videotape. Your furnishing the services of Director are of the essence of this **Agreement**. Producer agree to provide COMPANY with the names, addresses and social security numbers of every AF of M member appearing on the Videotape who plays or comes in contact with a **musical** instrument and of every SAG or AFTRA member who appears in the Videotape and signed W-4 forms from such SAG, AFTRA or AF of M members. In addition, with respect to such AF of M, SAG or AFTRA member Producer agree to provide COMPANY with the days and the hours worked in each day that such member worked on the Videotape, the location and whether such member was a (i) principal performer, (ii) five lines or less speaking performer, (iii) solo or duo dancer, (iv) group dancer (where dance routines are choreographed for the Videotape), (v) significant silent bit player, or (vi) extra. The amount of any payments with respect to such AF of M, SAG or AFTRA members shall be included in the Approved Budget and any payments made by COMPANY with respect thereto, including pension, health and welfare payments, shall be deducted from the amounts payable by COMPANY to Producer pursuant to Paragraph “Payment for Services Rendered” hereof.

INDEPENDENT CONTRACTOR

The parties recognize that Producer is an independent contractor and not an employee, agent, co-venture, or representative of Company and that Company will not incur any liability as the result of Producer’s actions. Producer shall at all times disclose that he/she is an independent contractor and shall not represent to any third party that he is an employee, agent, co-venture, or representative of Company.

WORK MADE FOR HIRE

Producer acknowledges that the Project is being created upon the request of Company and that the Project is a work made for hire under the United States Copyright Act. At all stages of development, the Project shall be and remain the sole and exclusive property of Company. If for any reason the results and proceeds of Producer's services hereunder are determined at any time not to be a work made for hire, Producer hereby assigns to Company all right, title and interest therein, including all copyrights as well as renewals and extensions thereto. At Company’s sole and absolute discretion, it may make any changes in, deletions from, or additions to the Project. Company is not under any obligation to use the Project or derivative materials.

COMPANY PROPERTY.

Any proprietary information, trade secrets and working relationship between Producer and Company and Company’s artists and clients must be considered strictly confidential, and may not be disclosed to any third party, either directly or indirectly. All property of Company in the possession or control of Producer including, but not limited to concepts, photos, sketches, art- work and/or electronic files will be returned by Producer on demand, or upon completion or termination of this Agreement, whichever shall come first.

WARRANTIES

Producer represents and warrants to Company that to the best of his/her knowledge the concepts, ideas, photos, video footage, sketches, artwork, electronic files or any other material produced do not infringe on any copyright, personal or proprietorial rights of others, and that Producer has the unencumbered right to enter into this Agreement.

INSURANCE

Producer shall be responsible and shall assume all liability for (i) any injuries to Artist or any other person(s) in connection with the **production** of the Videotape and (ii) any and all loss or damage to any equipment or other property lost or damaged in connection with the **production** of the Videotape, including but not limited to the Videotape itself. In connection therewith: (a) Producer shall procure and maintain worker's compensation, employer's liability and disability insurance with a combined single limit of at least one million dollars for bodily injury and property damage liability, a so-called "general entertainment television package policy" including but not limited to coverage for negative/**video** faulty stock, camera and processing and the theft, loss and destruction of the videotape or film in an amount at least equal to the Approved Budget, and a standard producer's liability (errors and omissions) insurance issued by a nationally recognized insurance carrier, covering the Videotape with minimum limits of at least one million dollars for any claim arising out of a single occurrence and three million dollars for all claims in the aggregate, which policy may not be cancelled without thirty (30) days prior written notice to COMPANY; and (b) COMPANY shall be named an additional insured with respect to all such policies which shall also contain an endorsement that negates any "other insurance" clause in the policy and a statement that the insurance being provided is primary and that any insurance carried by COMPANY is neither primary nor contributing. Producer shall deliver to COMPANY valid certificates of insurance (satisfactory in form and substance to COMPANY) evidencing the existence of such insurance coverage.

INDEMNIFICATION

Producer covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Producer’s services shall be the sole responsibility of Producer and its successors and assigns and Company shall not be liable to Producer, or any other person or persons whatsoever for any such injury, loss or damage to persons or property. Producer shall defend, indemnify and hold Company, its officers, directors, employees, agents, successors and assigns (“Company Indemnitees”), harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, expenses or obligations of whatever nature, including attorneys’ fees and costs and the costs of all other professional and all court or arbitration or other dispute resolution costs (collectively, “Costs”) which may be made against Company Indemnitees arising out of or in connection with: (a) the retention by Company of Producer’s service; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Producer, its officers, agents, servants, representatives or employees, or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable (collectively, “Representatives”) in the performance of this Agreement and the work to be done under this Agreement; (c) any violation or alleged violation by Producer or Producer’s Representatives, of any law or regulation now or hereafter enacted; (d) any breach by Producer of his/her/its obligations under this Agreement; (e) the death and/or injury to any person or damage to any property (real or personal) which may be caused or is claimed to have been caused, by the negligence, act or omission by Producer, or Producer’s Representatives; and (f) any enforcement by Company of any provision of this Agreement. Producer, upon notice from Company, shall defend the same at Producer’s expense by counsel satisfactory to Company. The provisions of this section shall survive the expiration or other termination of this Agreement.

## BY SIGNING BELOW YOU ACKNOWELDGE THAT YOU HAVE RECEIVED, READ AND AGREE TO THIS STATEMENT OF WORK TO BE EXECUTED AND PERFOMED IN ACCORDANCE HEREWITH.

**AGREED & ACCEPTED: AGREED & ACCEPTED:**

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Producer Name Luis Del Villar

Gerencia 360 Music, Inc.