

This "Agreement" entered into as of this ____ day of _____ 20____, between
_____ ("Company") located

at: _____ and

Karl Steudel's Music Library,

The parties hereby agree as follows:

1) Musical Recording

The musical recording ("Recording") and the sole use of said musical Recording, covered by this license is: Title: _____ Licensor:Karl Steudel, Publisher:Karl Steudel.

2) License:

a) Licensor grants to Company the non-exclusive right and license to perform publicly, either for profit or non-profit, and to authorize others so to perform the Recording only in the Film and trailers thereof, through out the universe in perpetuity in any media now known or hereinafter devised.

b) Company agrees not to manufacture or distribute sound recordings (including soundtrack albums, promotional CD's or any and all methods of sound recording) separately from actual positive prints of the Film and directly integrated media.

3) Motion Picture Title

The title of the only motion picture ("Film") with which Recording is to be used is currently _____ . Film's title is a working title and may change without affecting any term of the Agreement.

4) Term

The term of this Agreement shall commence upon execution of the Agreement and shall remain in full force and effect for the duration of all copyrights in the Recording, including but not limited to any renewals and extensions without Company having to pay any additional consideration thereof.

5) Compensation

a) Licensor shall be compensated a flat fee in the amount of \$_____, to be paid upon execution of the Agreement.

6) Publicity

a) Any publicity, paid advertisements, press notices or other information with respect to the Film will be under the sole control of Company. Therefore, Licensor, his/her agents or representatives, or any of them, will not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of this paragraph shall be considered a material breach of this agreement.

b) Licensor hereby grants Company the right during the Term of this Agreement, to issue and authorize publicity, paid advertisements, press notices and other information concerning Licensor.

7) Rights

a) Licensor owns 100% of the rights for the Recording. Company agrees to specify Licensor as 100% writer and as 100% Licensor for all music on performing rights and cue sheets.

b) Company shall have no right or authority (1) to make any change in the original lyrics or in the fundamental character of the music of the Recording; (2) to use the title, the subtitle or any portion of the lyrics of the Recording as the title or subtitle of the Film; (3) to dramatize or to use the plot or any dramatic content of the lyrics of the Recording; or (4) to make any other use of the Recording not

expressly authorized herein.

8) Limitations on Authority

Licensor shall not employ any person to serve in any capacity, or contract for the purchase or renting of any article or material, nor make any agreement committing Company to pay any sum of money for any reason whatsoever in connection with the Agreement, or otherwise, without the express prior written consent of a duly authorized officer of Company.

9) Relationship of Parties

The parties hereto are entering into this Agreement as independent contractors, and no partnership or joint venture or other association shall be deemed created by this Agreement.

10) Screen Credit

a) Licensor shall receive credit as Licensor substantially as follows: “(Song Title) by Karl Steudel” in the opening and closing credits. Size, type, style, placement and duration shall be determined by Company.

b) Licensor shall be given the above credits only in the event that the Film is produced and in the event of any inadvertent error with either credit, Licensor is not entitled to any injunctive relief.

Company maintains all Artistic control over the Film throughout the entire course of the production.

12) Representations and Warranties

a) Licensor hereby warrants and represents that it will not violate any law, regulation or contractual obligation by entering into this Agreement, and that it is free to enter into this Agreement, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of his/her exclusive obligations hereunder.

b) Licensor warrants and represents that all Recordings written or composed by Licensor hereunder shall be 100% owned by Licensor. Licensor further warrants and represents that to the best of Licensor’s knowledge after diligent investigation, such Recording(s), and Company’s use thereof, shall not infringe upon or violate the right of privacy of, or constitute a libel or slander against, or violate any common law rights or any other rights of any person or entity.

13) Indemnification

a) Licensor hereby agrees to indemnify and hold harmless Company, its successors, transferees, assignees and licensees, and the respective agents from and against any and all damages, costs, expenses, liabilities, claims and causes of action in any way arising by reason of the breach by Licensor of any warranty or representation hereunder or any other provision in this Agreement, including, without limitation, reasonable outside attorneys fees and costs in the defense and disposition of such matters, and any claim for any compensation by Licensor. Company shall defend and indemnify Licensor from and against all judgments, damages, costs and expenses, including reasonable outside attorneys fees and court costs, arising out of material assigned and/or supplied to Licensor by Company, material altered or added by Company, and/or Company’s development, production, distribution or exploitation of any film produced hereunder.

14) Remedies

a) The Recording to be furnished and the rights herein granted to Company are of a unique character of such value that the loss of the Recording could not adequately be compensated in damages in an action at law, and a breach by Licensor of any material provision hereunder will cause irreparable injury.

Licensor, therefore, expressly agrees that Company shall be entitled to seek equitable relief by way of a

temporary restraining order, specific performance, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement and to secure its enforcement.

b) The sole right of Licensor as to any breach or alleged breach by Company shall be the recovery of money damages, and the rights herein granted by Licensor shall not terminate by reason of such breach or alleged breach.

Company shall have the right to terminate this Agreement and the use of the Recording if, Company in good faith belief, based on the facts then available to Company, Licensor has engaged in any of the following conduct a) fraud, misappropriation or embezzlement of funds; b) willful disregard of instructions, applicable company policies, regulations or procedures of which Licensor was or should have been aware; or c) gross misconduct. Termination under this provision shall be effective immediately upon receipt of notice by Licensor.

16) Default

a) If Licensor refuses or neglects to perform any of Licensor's obligations hereunder to the best of his ability, for any reason other than incapacity, Licensor shall be in "default" of this Agreement. If Licensor refuses or states that Licensor will refuse to comply with any of his obligations hereunder, such refusal or statement may be treated by Company as an immediate default, regardless if the time for performance of such obligation or obligations has arrived.

b) Company may suspend this Agreement as to compensation while such default continues and during the week after Licensor serves a written notice upon Company stating that they are ready willing and able to resume full performance. Company may terminate this Agreement immediately at any time during the period Licensor is in default or within a reasonable time thereafter. Company's obligations or guarantees to pay Licensor for Licensor's services shall be reduced by the number of days affected by such default.

17) No Obligation

Company does not represent or warrant any obligation to make Film, release Film or use the Recording in the Film.

18) No Authority to Bind

Licensor has no authority to bind Company in any third party agreements or any other agreements unless a prior agreement has been made with Company in writing.

19) Additional Provisions

a) Voluntary Agreement: Licensor represents and warrants that it has entered into this Agreement freely and voluntarily without any duress, coercion or undue influence.

b) Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable federal law and by the laws of _____, _____. Licensor and Company hereby submit and consent to the jurisdiction of the state and federal courts located in _____ and stipulate that such courts are convenient for the resolution of any disputes relating to this Agreement or the formation, interpretation or breach hereof.

d) Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or seven (7) days after being sent by first-class registered or certified mail, return receipt requested, to the party for which intended at its or his or her address set forth in this Agreement or to such other address as either party may hereafter specify by similar notice to the other. If the date for the exercise of an option or a date on which a notice must be received falls on a weekend or a legal holiday, the date shall be deemed extended through the close of the next business day thereafter.

e) Ambiguities: This Agreement shall be deemed to have been drafted by all the parties hereto, since all

parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party by virtue of its participation in drafting of this Agreement.

f) Attorneys or Agents Fees: The fees, expenses and commissions of any attorney, accountant, agent or manager employed, retained or consulted by Licensor shall be borne solely by Licensor.

g) Agreement Copies: This Agreement may be manufactured, or executed in as many copies or counterparts and are all one in the same Agreement and are executed.

20) Entire Agreement

a) This Agreement cancels and supersedes all prior negotiations and understandings between Company, and Licensor relating hereto. No officer, employee or representative of Company has any authority or make any representation or promise not contained in this Agreement and Licensor expressly represents and warrants that Licensor has not executed this Agreement in reliance on any such representation or promise.

b) Should any provision of this agreement be invalidated for any reason, such invalidation shall have no effect on the remainder of the Agreement and the Agreement shall remain in full force and effect.

21) Agreement must be Signed

This Agreement is not valid or binding unless and until in writing signed by a duly authorized officer of Company. No amendment, modification, extension, release, discharge or waiver of this Agreement, or of any provision hereof, shall be valid or binding unless in writing signed, in the case of Company, by a duly authorized officer of Company, or in the case of Licensor, by Licensor. No oral agreement shall be binding on Company unless and until reduced to writing and signed by a duly authorized officer of Company.

22) Commencement of Agreement This Agreement shall commence upon the date of execution, and all parties intend to be bound throughout the Term of the Agreement.

Signed: _____ Date: _____

Signed: _____ Date: _____