



## AGENCY AGREEMENT

This Agency Agreement is made on \_\_\_\_\_, by and between Music Supervisor, Inc. ("MSI") and \_\_\_\_\_ ("Client") with the following facts in mind:

A. MSI is actively engaged in the business of licensing musical compositions and sound recordings for use in all forms of media, including motion pictures, broadcast television and cable including through its Radio In Retail division the right to grant non-exclusive licenses for the public performances of the recordings and compositions.

B. Client owns and/or controls the rights to license a catalog of musical compositions and/or sound recordings in all media.

C. Client desires to appoint MSI as its non-exclusive agent to secure licenses for use of all or such portion as Client may designate of its catalog (hereinafter "Client's Catalog") in all media.

Now, therefore, in consideration of the mutual covenants contained herein, MSI and Client agree as follows:

1. Client hereby appoints MSI as Client's non-exclusive worldwide agent to license Client's Catalog in all media. MSI is specifically authorized to make all, or such portion as MSI may in its absolute discretion decide, of Client's Catalog available for licensing on MSI's web site.

2. Unless the box at the end of this Paragraph is checked, Client also grants MSI the right to license Client's Catalog for public performances on a non-exclusive basis through MSI's Radio In Retail Division throughout the world.

3. *Client shall make its Catalog or any portion it wishes to be included in this agreement available to MSI for MSI's review. MSI shall thereafter review Client's Catalog and determine in MSI's sole discretion the identity of the musical compositions and/or sound recordings that MSI shall attempt to license. During the term of this agreement Client may submit additional musical compositions and/or sound recordings for consideration by MSI for*

licensing pursuant to this agreement.

4. The licenses granted by MSI pursuant to the authority of this Agency Agreement may be in perpetuity for life of any applicable copyrights and worldwide or for such lesser term or territory as MSI in its sole discretion shall decide. MSI will not grant an exclusive license in any musical composition or sound recording from Client's Catalog unless it has received Client's prior authorization to do so.

5. The fee to be charged (the "License Fee") for the license of the musical compositions and/or sound recordings in Client's Catalog shall be set by MSI in its sole discretion.

6. Client shall be entitled to 50% (Fifty Percent) of all net License Fees received and collected by MSI as a result of the Licensing by MSI of Client's Catalog. Non-refundable advances received and collected by MSI will be treated as License Fees to be distributed pursuant to this Agency Agreement.

7. Unless the box at the end of this Paragraph is checked, Client agrees to participate in MSI's debit card program for receipt of payments due client which shall be credited to Client's debit card on no less than a quarterly basis.

8. If client has elected to participate in MSI's debit card program pursuant to Paragraph 7 above, client may, and by checking the box at the end of this Paragraph, hereby does authorize MSI to collect all sums due client from Sound Exchange, which sums shall be credited to Client's MSI debit card within 30 days of receipt by MSI.

9. If client has not elected to participate in MSI's debit card program, Client shall be paid all sums due Client on a quarterly basis, except that no payment shall be made to Client until at least \$50 (Fifty Dollars) is due client.

10. Client represents and warrants that it has full authority to enter into this Agency Agreement and grant MSI the rights to license granted herein. Client hereby agrees to indemnify, hold harmless and defend MSI, its agents, officers and employees, against any and all claims or suits arising from, or alleging, a breach by Client of any of the representations, warranties or covenants made by Client herein. MSI will promptly notify Client of any such claim or suit and, in addition to any other remedies available to MSI under the terms of this Agency Agreement or the law, MSI may withhold all or any portion of the License Fees otherwise due Client hereunder until such claim or suit has been fully resolved.

11. Client acknowledges that the relationships between MSI and the parties to whom MSI licenses Client's catalogs are of special interest to MSI and that MSI has devoted substantial time, effort and expense to develop those relationships. Client therefore agrees that Client will not contact any such licensees directly unless MSI has given Client written permission to do so.

12. This Agency Agreement may be terminated by either party upon 30 days written notice. All licenses issued by MSI prior to the effective date of the termination of this Agency Agreement shall be valid and binding on Client.

13. This Agency Agreement shall be governed by the Laws of the State of California. Any dispute hereunder shall be submitted to arbitration before the American Arbitration Association in Los Angeles, California, to be heard by one arbitrator who is familiar with the music business. The prevailing party in any such dispute shall be entitled to recovery of its reasonable attorney fees and costs incurred in addition to any other relief granted. Judgment on any arbitration award may be entered in any State or Federal Court in the County of Los Angeles, State of California.

14. Notices hereunder shall be in writing and sent by facsimile and overnight delivery service to the addresses provided below. Notices shall be deemed received the next business day after having been sent in accordance with this paragraph. Notices should be sent as follows:

If to MSI:  
Music Supervisor, Inc.  
322 Culver Blvd #323  
Playa Del Rey, CA, 90293  
fax: 323-297-1922

15. This Agency Agreement may be executed in counterparts by use of digital signing technology. Facsimile signatures and/or digital signatures shall be treated as originals.

Agreed and accepted.

Music Supervisor, Inc.



By \_\_\_\_\_  
Its CEO

Dated: \_\_\_\_\_

Client

By \_\_\_\_\_  
An Authorized Signatory

Dated: \_\_\_\_\_

SAMPLE AGREEMENT