



ACID BATH PRODUCTIONS

MUSIC/BAND AGREEMENT FORM

Dated as of: _____, and between Acid Bath Pictures/James Balsamo (“Production Company”) and _____ (“Player”) in connection with the Video currently entitled "Catch of the Day" (“Video”) Reference is made to the agreement dated _____, (the “Agreement”) between you, (“Player”) and Acid Bath Pictures/James Balsamo (“Production Company”) with respect to your music in connection with the video production currently entitled “Catch of the Day” (“Video”). Music will be used for background/vocals and in duration of the film. The “Production Company” does not assert or imply ownership, and will denote in the production that music is the property and at courtesy of _____. Included is the exposure to movie viewers across the country to Publishers’ music, and of the mutual promises made by the Parties hereto, and the mutual benefit anticipated by the Parties, it is agreed as follows:

Grant of Master Use License. Publishers hereby grant to Licensee a non-exclusive license to use the master recording(s) embodying the performances of the artists(s) known professionally as _____ (“Artist”) comprising the musical compositions listed in Exhibit A (“Licensed Master(s)”) annexed hereto and made a part of this Agreement, in and in connection with the film in any and all media whether now known or hereafter devised, throughout the world, in any and all languages, as well as in advertising, publicity, and promotion of the Video/Film. Licensee may use the Licensed Masters for any purpose, including, but not limited to, Background, Feature, Theme, Concert, Credits, as long as such purpose is in connection with the Video/Film.

Publisher further grants Licensee the right to perform post-production mastering alterations to the provided Licensed Masters, provided that such post-production mastering alterations shall not be used, distributed, or exploited separately or independently of films in the Video/Film. Post-production mastering alterations may be, but are not limited to, compression, equalizing, limiting, normalizing, adding echo effect or any other alteration deemed necessary by Licensee to conform said Licensed Masters to the Film/Video. The Licensee may use the Licensed Masters in whole or in part, edited or otherwise modified in Licensee’s sole discretion. Nothing herein requires Licensee to use the Licensed Masters in the Video. All rights in and to the Video shall be owned solely by Licensee, and Publishers shall have no rights therein.

Absolutely no cash amounts shall be payable by Licensee to Publisher in connection with the licenses granted hereunder. Both Publisher and Artist understand and expressly agree that they will receive no performance royalties, even if Licensed Masters are broadcast, made available online, or otherwise distributed in any manner. The additional publicity associated with having Publisher and Artist's works broadcast, downloaded, or otherwise distributed is the only additional consideration to which they will be entitled.

This Agreement constitutes the entire agreement between Acid Bath Pictures/James Balsamo and Licensors with respect to the services provided hereunder. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the services or the rights and obligations relating to those services. This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements or service descriptions not expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Acid Bath Productions/James Balsamo

Date

Band/Record Label Rep.

Date

**Return This Form Via E-mail To:
acidbathproductions@gmail.com**