

WORK FOR HIRE AGREEMENT

THE MISSING TRACK
MISSISSAUGA, ON, CANADA

This Work For Hire agreement ("the Agreement") is made as of _____ between The Missing Track ("the Company") and the party identified in Schedule "A" ("the Client"). The Agreement covers the production of recorded musical compositions ("The Masters") ordered by the Client for use as part of an audiovisual work ("the Work") also identified in Schedule "A."

1. Fees and Services

In consideration of the services provided by the Company set forth at Schedule A, the Client shall pay the Company the Fees set forth in Schedule "A".

2. Ownership and Copyright Assignment

(a) the Company agrees that all services rendered by the Company in connection with the Work are work made for hire.

(b) the Company acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Client.

(c) The services rendered by the Company shall not be deemed a contribution to the writing of any music or any lyrics embodied in the underlying musical compositions contained on any of the Masters. The Company further agrees that the Client is and shall be deemed the author and/or exclusive owner of all of the foregoing for all purposes, and the exclusive owner throughout the world of all the rights of any kind comprised in the copyright thereof (expressly including the copyrights in and to the Masters and any renewal or extension rights in connection therewith,) and of any and all other rights thereto, and that the Client shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, in perpetuity.

3. Moral Rights and Use of Name

(a) the Client shall not use the name of the Company or its employees, in any written communication, publication, advertising, or promotional materials in connection with the Work without the prior written consent of the Company.

(b) Nothing in the Agreement shall be construed in such a way as to limit the Company's moral rights, and the moral rights of its employees, servants, and agents.

4. Warranties and Representations:

(a) The Client warrants that:

- i. he or she is the sole owner of the Work and has full power and authority to make this agreement.
- ii. the Work does not infringe any copyright or violate any other intellectual property rights.
- iii. nothing whatever shall be included in the Work which shall be in any way illegal, scandalous, obscene or libelous.

(b) The Company shall not be required to reproduce any material which in its opinion is or may be of an illegal, scandalous, obscene or libelous nature.

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5. Indemnification:

(a) The Client does hereby indemnify, save, and hold the Company harmless from all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorney’s fees) arising out of or connected with any claim, demand, or action by a third party which is inconsistent with any of the warranties, representations, or covenants made by the Client in the Agreement.

(b) Specifically, the Client will defend, indemnify, and hold harmless the Company and its employees against all claims, suits, costs, damages, and expenses that the Company may sustain by reason of violation by the Work of any copyright or intellectual property right.

6. Liability

(a) Excluding death or personal injury, in the event that the Client suffers any loss or damage arising directly from the negligence of the Company, the Company’s total liability shall be limited to the total Fees paid by the Client.

(b) Notwithstanding any other provision contained within the Agreement, the Company shall not be liable to the Client for any form of indirect or consequential loss or damage, including economic loss, loss of profits or loss of goodwill.

(c) the Company’s liability under the Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortuous, or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

7. Miscellaneous

(a) This Agreement shall be construed and interpreted according to the laws of the Province of Ontario and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives.

(b) This Agreement constitutes the entire agreement between the parties, which supersedes any prior or understanding, whether written or oral, with respect to the Work. There are no understandings, agreements or representations with respect to the Work not specified here.

THE MISSING TRACK

CLIENT

By: _____

Name: _____

Date: _____

Date: _____