PRODUCTION NAME: Feel Good

DATE: 110216

DIRECTOR: ?

PRODUCER: ?

AGREEMENT made and entered into as of \_\_\_?\_\_ to last until 5th May 2016 between ? (herein after the “Company”) and

 Omni Gaffer Audio\_\_\_ (herein after the “Provider”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after the “Product”)

**Alice’s Contract Points**:

~~1 - We will produce a final product that includes all sound requirements specified by Blue Bear productions by the dates agreed upon (5/6th May?) –~~ Dealt with above

2 - The client has committed to a delivery of picture lock on the 30th march, any changes of schedule may effect the final product (including point 1) and would have to be agreed upon in a separate agreement. – Better language for this here - http://www.filmcontracts.net/contracts/form.php?id=1127

3 – The Provider grants the Company the exclusive synchronization rights to exhibit the finished Product using appropriate avenues. – Synchronization is the key term here. We offer them no other rights but to SYNC the audio TO THE FILM FOR EXHIBIT (not profit). Stricter terms than this can be seen as limiting promotion and won’t stand in court.

~~The sound design and music created for Feel Good has been agreed for use in the context of film festivals, portfolios and academic work but must not be taken out of context of the film Feel Good without a separate agreement.~~

4 – The Provider does not accept responsibility for the quality of the location audio as supplied by the Company, nor any quality issues the Company may have with the Product deriving from the location audio.

~~We have agreed that Blue Bear Productions will take the lead on location sound but OG audio will be there to assist. –~~

5 – The Provider will be fully credited for services provided in ways consistent with industry practise including but not limited to film titles, film credits and current and future promotional material.

6 – The Provider warrants that they maintain all rights to any musical compositions for the Picture.

 ~~The ownership and rights for the music remain with the original composer.~~

~~7 - Any future profit made by this film must include a separate agreement with the sound team (OG audio) with regards to music composition and overall sound design.~~  Again, this doesn’t mean a lot. If we’re going to request a profit share agreement that needs to be done separately and agreed by all parties. It’s the composition rights for the music we’re looking to protect, everything else is a service we’re providing for free unless we get a separate agreement. The clause below covers SERVICES specifically…That’s location audio, editing etc, anything which doesn’t create a new product with a new set of rights attached -

The Provider warrants that no promise of payment was made or will be made by the Company for services provided by the Provider to the Company.

- Example of profit share agreement - http://sonnyboo.com/downloads/individ/deferred.pdf

8. The Provider warrants and represents that they are free to enter into this agreement knowing it does not conflict with any existing contracts or agreements to which the Provider is a party.

9. The Provider agrees that this document constitutes the entire agreement between the parties superseding any previous agreements written or oral.

10. The Provider understands that the date this agreement ends may change depending on circumstances, but all parties agree that any such changes made to the terms of this agreement will be discussed beforehand and will be submitted as a separate agreement to be signed by both parties and which will supersede this one.

**Anthony’s Contract Points:**

1 – Omni Gaffer Audio will present to Blue Bear Productions a final product that includes all specified sound requirements by the dates agreed upon by both parties. (5th May)

2 – Blue Bear Productions will commit to a picture lock delivery date of 30th March. Any changes to schedule could affect the final product delivered by Omni Gaffer Audio, and all changes must be agreed upon through a separate agreement.

3 – The product delivered by Omni Gaffer Audio has been permitted to be used for the following: Film festivals; portfolios; academic work. The product must not be used in any other context outside of Feel Good without a second agreement.

4 – It is agreed upon by both parties that Blue Bear Productions will lead in terms of location recordings, with a member of Omni Gaffer Audio on hand to assist.

5 – Omni Gaffer Audio will take full control of sound from post-production onwards, including music composition and will abide by sound requirements delivered by Blue Bear Productions. Full credit for this process will go to Omni Gaffer Audio.

6 – The composer(s) of all music compositions used in the film will hold the rights to said compositions outside the context of Feel Good.

7 – Should Feel Good produce any future profit, a second agreement must be made in regards to any music composition and sound design within the film.