



## GENERAL MUSIC COMPOSITION AGREEMENT

This agreement made on \_\_\_\_\_ by and between Smashtrax (4826 Beeman Ave., North Hollywood, CA 91607), and \_\_\_\_\_ (hereinafter referred to as COMPANY).

Whereas, Smashtrax is the distributor and authorized administer of the musical compositions and master recordings, (hereafter referred to as COMPOSITIONS) and whereas Company desires to license COMPOSITIONS from Smashtrax for the purpose of synchronization with COMPANY'S productions.

Therefore it is agreed as follows:

1. The term of this agreement shall commence on \_\_\_\_\_. During said term, Smashtrax shall make available for loan to Company Smashtrax library disks 1-22. During the term of this agreement, additional Compositions may become available and can be requested by COMPANY subject to availability. All terms of this agreement shall apply to additional CD's and COMPOSITIONS Requested during the term of this agreement.
2. This agreement shall automatically be extended for consecutive one year periods under the same terms of this agreement, except either party terminates by giving the other party written notice at any time before the expirations of the current one year period. COMPANY agrees to return COMPOSITIONS within 20 days notice of such options at COMPANY'S expense. The COMPOSITIONS in this agreement are granted to COMPANY solely for COMPANY'S usage and may not be physically sold, conveyed, leased, lent, given, copied or otherwise transferred to any person, firm, corporation, or other entity except by written authorization from SMASHTRAX ownership. Upon termination of this agreement, all compact disks or media storage must be immediately returned to Smashtrax at companies' expense. Company agrees to reimburse Smashtrax in the amount of Fifteen (\$15.00) US dollars for each missing CD or media.

3. Smashtrax periodically shall provide COMPANY with a standard rate card (which is subject to change) for the various licenses granted by Smashtrax for the use of COMPOSITIONS. Should Company wish to use any of the COMPOSITIONS, Smashtrax agrees to license to COMPANY on a non-exclusive basis such compositions for the uses, period, territories and rates provided for in the current rate card. Selections shall be reported on Smashtrax's standard license usage form. Payment for license must be made within 30 days of license usage form. COMPANY agrees that upon use of any COMPOSITION, COMPANY shall forward within 30 days, a report of such use to Smashtrax along with a copy of music cue sheets pertaining to any COMPOSITIONS used. COMPANY'S failure to provide standard License form shall not relieve company of its obligation to report and pay for all uses of the COMPOSITIONS as well as be responsible and liable for reporting cue sheet information.
4. Companies obligation to report and pay for all uses is the core of this agreement. Any uses made by COMPANY in which COMPANY does not report and make payment, (and any use after this agreement) is unauthorized and shall constitute an infringement of Smashtrax's rights.
5. In the event that COMPANY violates this Agreement or allegedly breaches any of the terms contained herein, Company upon notice from Smashtrax shall have 30 days to resolve the matter. If the matter is not resolved within 30 days, the license herein shall automatically terminate. Smashtrax shall thereafter be under no obligation to Company for the use of COMPOSITIONS contained for any purpose whatsoever.
6. COMPANY agrees to indemnify Smashtrax and hold it harmless from and against any and all losses or damages, including reasonable attorney's fees, incurred as a result of any breach of COMPANY'S duties, obligation, representations and warranties hereunder.
7. This agreement shall be governed and construed with the laws of the state of California and the jurisdiction of any dispute hereunder shall be is a court located in Los Angeles County, California.
8. This Agreement shall not be binding until signed by an officer or duly authorized representative of COMPANY and returned to Smashtrax. This Agreement constitutes the entire Agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto.

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Authorized Signature and Date

Smashtrax

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Authorized Signature and Date

COMPANY