

MUSIC PRODUCTION AGREEMENT

AGREEMENT MADE THIS _____ day of _____, 20____, by and between L.H. Scoring, LLC (hereinafter "Musician") and _____ (hereinafter "Customer"), individually a "Party" and collectively the "Parties".

WHEREAS, Customer desires to purchase certain musical development services from Musician; and,

WHEREAS, the Musician desires to provide musical development services to Customer.

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

DEFINITIONS

Musician's "services" shall be defined as the development of a musical song that may include instrumental accompaniment.

TERMS AND CONDITIONS

COMPENSATION: Musician shall be paid per music lesson provided to customer at a rate of \$45.00 per hour. Upon the signing of this Agreement, Customer will pay to Musician the sum of \$180.00 which will cover four (4) hours of work. If Musician must play an instrument to develop Customer's song, Musician shall bill at a rate of \$50.00 per hour.

EXPENSES: Any expense incurred by Musician in its execution or performance of the terms and conditions of this Agreement shall be paid by Customer at cost plus 10%. Consultant fees shall be included as expenses. Said payments shall be due within ten (10) of the furnishing of a reimbursement request for a cost by Musician to Customer. If Musician is required to travel, Customer shall also pay Musician 50 cents per mile traveled by Musician. Musician shall furnish

an invoice for its services to Customer every [REDACTED].

MANNER AND MEANS OF PERFORMING WORK AND TOOLS OF TRADE: Musician shall have complete control over the manner and means employed to perform its services and provide Musical lessons under this Agreement. Customer shall provide the instruments and materials use for the lessons. If Musician must provide instruments or materials to Customer, said costs will be billed to Customer at cost plus 10%.

RESERVATION OF RIGHTS: Musician shall retain the rights to all songs it develops and any related work product.

ATTORNEY'S FEES: Customer shall pay all of Musician's attorney's fees and costs incurred in enforcing Customer's performance under this Agreement.

TERMINATION: Customer may terminate this agreement at any time, for any reason, by providing written notice to Musician. However, Musician shall be entitled to retain its deposit and bill for any services rendered. Musician shall also retain the rights to any music produced if this Agreement is terminated.

INTEGRATION CLAUSE: This Agreement constitutes the entire agreement between Customer and Musician. Neither Party is relying on any side agreements, verbal agreements, or any other agreements not memorialized in this Agreement.

MINNESOTA LAW TO GOVERN: Minnesota law will govern the interpretation and enforcement of the terms of this Agreement. All disputes arising under this Agreement shall be litigated in Minnesota District Court in Washington County.

CONSTRUCTION: The Parties have jointly prepared this Agreement. The Parties and their respective advisors believe that this Agreement is the product of all their efforts, that it

expresses their agreement, and that it should not be interpreted in favor or against either Party.

TITLES AND HEADINGS: Titles and headings of Sections of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and time set forth above.

CUSTOMER:

By: _____

L.H. SCORING, LLC:

By: _____