

Song Placement Agreement with Ownership Sharing

“Song Placement Consultant,” hereunder referred to as “SPC”:

I, the undersigned (“Songwriter/Publisher”), hereby retain SPC for a monthly retainer of (negotiated amount) for the time period of dates to and from to seek placement securing recorded versions or exploitation (“Placement”) of the lyrical and musical composition any and all other songs authorized by writer/publisher name; hereinafter known as “Songwriter/Publisher” during same period, and irrevocably agree to the following:

1. Authorized signatory represent and warrant that signatory of this document as the Songwriter/Publisher of the Songs, and have full authority to enter into this Agreement.
2. SPC has the non-exclusive right to seek Placement of the Songs from dates to and from. If any of the Songs achieve Placement during such period or after such period to a maximum additional time of eighteen (18) months (ending date), through the interest from any party whom SPC has contacted, directly or indirectly (e.g., through an intermediary), the instructions set forth below will apply.
3. For purposes of this agreement a Song shall be deemed to have placed if it is embodied on a record that offered for sale through normal retail distribution channels in the United States or Worldwide by a record company (i) which is a parent, subsidiary or affiliate of one of the major “branch” distributors worldwide (i.e. presently Sony BMG, WEA, UMG and EMI); or whose records are distributed by any record company set forth in (i) hereinabove, (ii) as independent record labels are a viable entity in the music industry as stated above sale through normal retail distribution channels worldwide is deemed to have been placed.
4. At the time SPC secures Placement of a Song, I agree to share ownership of copyright with SPC in the amount of negotiated percentage only the songs as they are achieved for the specific recording of a Song that was or is obtained by SPC. Joint ownership will continue to be paid to SPC for placements for negotiated amount of years after the release of song and any other forthcoming records and or placements with this song, i.e. Greatest Hits, film/television and any format that they use this particular recording.
5. Songwriter/Publisher will provide SPC with one high-quality CD demo or any other means that is approved by SPC and one high-quality lyric sheets of each of the above Songs and grant permission to SPC to make copies for purposes of securing Placement.
6. SPC will contact any artist, record label, A&R personnel, manager, producer, publishing company or the like, including any and all of the contacts SPC have previously contacted to secure Placement, unless Songwriter/Publisher specifically notify SPC in writing beforehand of a particular person or persons that cannot be contacted so secure Placement, SPC will notify me in writing (sending monthly “Pitch Reports” via email) of persons that SPC contacts in efforts to secure Placement. SPC will also exploit songs to other venues that for musical placements (i.e. film/television/commercials, etc.)
7. Songwriter/Publisher agrees not to enter into any agreements or otherwise act in a manner that will interfere with this Agreement. This agreement, and the rights and obligations therein, shall survive the transfer, by any means by the Songwriter/Publisher of any rights to or interest in the Songs. The

Songwriter/Publisher agrees to give SPC written notice of any such transfer, and agrees to give SPC express written notice of the continuing obligations to SPC contained herein.

8. The Songwriter/Publisher of the Songs and SPC agree to maintain books and records pertaining to said Songs, including Placements, exploitations, accountings, and payments, and the respective Songwriter/Publisher and SPC have the right to audit these relevant portions of one another's books and records within thirty (30) days written notice.

9. Songwriter/Publisher acknowledges that this undertaking is speculative, and no representations or guarantees have been made that any Placements will be secured.

10. Songwriter/Publisher acknowledges that in the event a Placement is secured, SPC is not responsible for any negotiations unless later specified within this agreement for the Songs.

11. In the event that a dispute arises between any or all of the parties hereto, it is agreed that such matters will be limited to arbitration, and further, that each party is responsible for their own respective fees and costs for arbitration, including attorney's fees, and same is not recoverable to any party.

12. The terms and conditions on this Agreement are legally binding for the term provided for in Paragraph 2, unless superseded by a separate written document signed by all parties hereto. Further, the terms and conditions are binding to our respective heirs and assignees.

13. This Agreement constitutes the entire understanding between all parties hereto as to the subject matter hereof, and any previous understandings, whether oral and or written, have been merged herein. This Agreement may not be changed, altered or modified in any way except in writing by all parties hereto. This Agreement shall be deemed entered into and construed under the laws of the State of Tennessee.

14. The initial term of this Agreement shall be for one (1) year commencing on date ending. This agreement shall then continue until either party gives written notice to the other of its desire to terminate this agreement and that termination shall become effective sixty (60) days after receipt of notice.

15. All checks should be payable to Shar'n Clark – mailed to Shake 'Em Up Music – 5510 Country Drive, Suite 65 – Nashville, TN 37211.

All payments should be received to SPC by the 1st of the month as not to occur late fees. A retainer will be considered late if the check or any other means of payment has not been received by the 5th of the month. Each day after the 5th of the month, the Songwriter/Publisher shall pay \$25.00 per day.

AGREED AND ACCEPTED: Songwriter/Publisher

Song Placement Coordinator/

(signature)

(signature)

Administration of this Agreement

This agreement entered this date, between Shar'n Clark, Shake 'Em Up Music hereinafter referred to as "Administrator" and writer/publisher, hereinafter, referred to as "Songwriter/Publisher."

"Administrator" shall provide all necessary administrative management services and supervisory facilities for "Songwriter/Publisher" and agrees to take all necessary and proper steps to protect the copyrights owned by "Songwriter/Publisher." Such services, facilities and protective measures shall be comparable, at least to the best facilities, services and protective measures provided by "Administrator" to any other company which "Administrator" shall also be acting during the term hereof in the same capacity as it agrees herein to act for "Songwriter/Publisher." Should Songwriter/Publisher request the follow services, this will be a part of this agreement: shall include registrations through performing rights organizations, library of congress (when necessary), issuing all licensing duties, collection of accounts, and all other services not hereinafter specifically accepted.

Any fees required to be paid to for the collection of mechanical and synchronization fees due to "Songwriter/Publisher" by reason of licenses issued by but in no event shall such fees be paid without first obtaining consent of "Songwriter/Publisher."

All expenses incurred by "Administrator" on behalf of "Songwriter/Publisher" will be reimbursed only after a mutual agreement has been made. "Administrator" will provide an invoice for such expenses with attachment of statements.

TERM

The initial term of this Agreement shall be for two (2) year beginning date of issue. This agreement shall then continue until either party gives written notice to the other of its desire to terminate this agreement and that termination shall become effective sixty (60) days after receipt of notice.

COMPENSATION

As stated in above paragraph, for all such services, "Administrator" shall be authorized to as part of the ownership of copyright all licensing and royalty collections on behalf of the "writer/publisher" with a per license fee (negotiated fee) from all sources during the term of this agreement (the "Administration Fee").

This agreement may not be changed or waived in whole or in part orally. This document will remain completely confidential. This document has been agreed upon and understood by the following parties:

Songwriter/Publisher
(signature)

Shar'n Clark, Shake 'Em Up Music
(signature)