

## **Exclusive Music Contract**

### (I) General

Empyrean Media Arts, LLC gives rights to Customer to use its song "\*\*INSERT SONG\*\*" for their work which can be, but not limited to, personal use, Indie film, film in Film Festivals, online streaming, video games and trailers. Unless Customer has purchased a TV/Film License, this song can not be used for anything theatrical or broadcasted.

Since this is an exclusive contract, see section (V) Exclusive Understanding.

Empyrean Media Arts, LLC does not give Customer rights to distribute or sell the song for either personal profit or support (such as: someone asks Customer for the song to use and they, the Customer, comply). The song must be used in Customer's work and the proceeds must be from the work they create only.

# (II) Royalties

If Customer will show his work where royalties are involved, here is the artist's IPI#, name and affiliation:

IPI#: ########

Name: (Name)

Affiliation: (Affiliation)

#### (III) Film Credit

Empyrean Media Arts, LLC requires a credit in some form in Customer's work. An example of the credit would be: "Music Provided by Empyrean Media Arts, LLC" or "Music by (Artist Name)".

If Customer chooses to add credit outside the work, i.e. in an information box, that is acceptable. However, there must be a credit in the work as well.

### (IV) Social Platforms

Empyrean Media Arts, LLC asks, but does not obligate, Customer to follow/add/subscribe to them on the provided social media plat forms provided below and refer to them whenever they share their work on similar social media platforms if possible.

Facebook: <u>facebook.com/empyrean.ma</u>
Soundcloud: <u>soundcloud.com/empyreanma</u>
Youtube: Account name: Empyrean Media Arts

## (V) Exclusive Understanding

The song Customer has purchased will be permanently removed from Empyrean Media Arts, LLC's online music store, and any other store the song may be on, as soon as Empyrean Media Arts, LLC knows of the purchase. Empyrean Media Arts, LLC gives up all rights to use or sell the song from Customer's purchase date and afterward. If Customer dies, the rights are restored back to Empyrean Media Arts, LLC. If the song is owned by a company owned by the deceased Customer, the song's rights are not restored to Empyrean Media Arts, LLC unless the company ends.

Customers who are under a non-exclusive contract have two (2) years before the contract denies them use of the song. They would have to contact Empyrean Media Arts, LLC for an extended lease of the song. However, an exclusive purchase of the same song denies Empyrean Media Arts, LLC to provide extended contracts to non-exclusive customers.

Any purchases before Customer's exclusive purchase or while Empyrean Media Arts, LLC is in process of removing the song still have rights to be used until their two (2) year contract denies them further use of the song.

The song, if used in work before Customer's purchase date or before Empyrean Media Arts, LLC has a chance to remove the song, is allowed to be used, or continue to be in work, by non-exclusive customers. Non-exclusive customers do not have to remove the song from a published work if it has been sold under an exclusive license. They, however, cannot continue to use the song in future works after their two (2) years ends.

# (VI) Agreement

By using the song in any work, Customer agrees to the terms established by Empyrean Media Arts, LLC.

The signature below empowers this contract.

(Signature will be on actual contract)

Founder of Empyrean Media Arts, LLC