

**THIS COPY IS JUST FOR REVIEW!**

**Artists must sign a non-exclusive agreement before sending music.  
A link to e-sign this agreement will be emailed when you join CIM Select!**

Non-Exclusive Administration Agreement

This Administration Agreement (this “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Coney Island Music, LLC, with offices at 162 Old Country Road, Deer Park, New York 11729 (“Company”), and the undersigned [of this Agreement and Submission Schedules(s) made a part hereof] (“Composer”).

WHEREAS, Composer is the owner of certain musical compositions (“Compositions”) and sound recordings (“Masters”) embodying said compositions, each a “Track,” all as set forth on the Submission Schedule(s) (collectively the “Tracks”); and

WHEREAS, Company is in the business of administering a music library from which third parties may audition and purchase (by way of license) the right to use certain music from Company’s music library for a variety of uses; and

WHEREAS, Composer wishes to have its Tracks included in Company’s music library for audition and licensing to third parties and to have Company administer Composer’s rights and interest in and to the Tracks (or the elements of any of the Tracks [Composition or Composition and Master]) including but not limited to licensing same to third parties and collecting revenues resulting from each licensed use and all monies paid by the relevant performing rights society or organization (exclusive of the so-called “writer’s share” paid by such performing rights society or other organization).

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings (additional terms may be defined elsewhere in this Agreement):

1.1. “Composer” means each Person so indentified on the Submission Schedule regarding the Track(s).

1.2. “Composition” means the music and lyrics, if any, of a particular musical work written by one or more members of Composer.

1.3. “Direct License” means the licensing of a Track (Composition or Composition and Master) to a Third Party Licensee that provides for up-front payment of performance, mechanical, synchronization, master use and/or other fees payable with respect to such Track. Direct License shall not include any license or other agreement to exploit a specified or unspecified quantity of the Tracks together with other master recordings (and the compositions embodied therein) not owned or controlled by Composer.

1.4. “Licensed Track” means a Track (Composition or Composition and Master) licensed to a Third Party Licensee as provided herein.

1.5. “Licensed Use” means a specified Track (Composition or Composition and Master) licensed to a Third Party for any purpose or purposes as provided herein.

1.6. “Master” means a particular performance by one or more members of, or otherwise owned or controlled by, Composer of a Composition fixed in a sound recording.

1.7. “Person” means any individual, corporation, partnership, association or other organized group of persons or legal successors or representatives of the foregoing.

1.8. “Third Party Licensee” means a Person who, pursuant to a separate agreement with Company is granted a non-exclusive right, privilege and license to reproduce, exploit or otherwise use any Licensed Track, including, without limitation, to use alone or to couple and/or synchronize one or more Tracks (Composition or Composition and Master) with visual images or with other compositions and/or masters on an audio-alone basis, in any means of audio-visual or audio-alone work, or other exploitation, over the Internet or in connection with any other broadcast, transmission, public performance, exhibition, or distribution means or media, or media product, including broadcast and cable television, whether as part of advertising, promotion, information or entertainment services, program material or otherwise, in the manner and on the terms and conditions contemplated or set forth in such agreement.

1.9. “Third Party User” means a person or entity who accesses Company’s music library to audition selections of the catalogue; a Third Party User may also be a Third Party Licensee.

1.10. “Track” means the Composition or the Composition and Master embodying such Composition, separately or collectively, as the context may require.

2. Grant of Rights. Composer hereby grants to Company the following rights:

2.1. The right, license, and authority to use, reproduce (mechanically or otherwise), record, and make copies thereof, publish, perform, synchronize, revise, edit, loop, enhance, modify, adapt, orchestrate, arrange, and otherwise exploit either or both the Composition and the Master, in any manner or medium now known or hereafter developed, including but not limited to broadcast, transmission, public performance, exhibition, distribution means or media, media product, or any other method and/or medium now know or hereafter devised, along with the rights to license, assign, and enter into agreements to or with any Person, including, but not limited to, affiliates of Company, with respect to all or a part of the foregoing; and

2.1.1. the exclusive right to collect any and all monies accruing or earned therefrom (other than the so-called “writer’s share” of public performance fees) irrespective of when paid; and

2.1.2. the right to include the Tracks (or a Track) or any portion, adaptation, arrangement, or orchestration thereof, in Company’s library catalogue and make same available for audition by Third Party Users and/or other Persons; and

2.1.3. the right to at all times use and to allow others to use Composer's name and the names, photographs, likenesses, portraits, images, autograph facsimiles, and biographical material of the writers of the Composition(s) and the performers of the Master(s) for the purposes of trade or otherwise in connection with the Tracks and on and in advertisements and publicity for the Company.

2.2. Right to Administer. Company shall have the right to administer all of the rights granted herein and permit the exploitation of Composer's entire interest in each Track throughout the Territory (as hereinafter defined), to publish, use and license each Track, including, but not limited to, public performance, synchronization, and duplication uses, to execute in Composer's name and stead any license and national, international, worldwide and/or universal agreements affecting the Track in connection therewith and to collect, subject to any interests granted by Company to any third parties, all Gross Administrative Receipts and Direct License Fees earned by and derived from a Licensed Use (excluding the so-called "writer's share" of publishing monies from public performance fees), in perpetuity, and to assign in the normal course of business or license such rights to any third party subject to the terms and conditions set forth herein.

2.3. Right to Re-Title. Composer hereby grants Company the right and authority to rename the Tracks (Compositions and/or Masters) ("Company Titles") and register Company Titles with applicable performing rights organizations with Composer as Writer and Company as Publisher. Composer agrees that Company Titles are unique and exclusive to Company. Composer further agrees that Company may add or alter other identifying information of the Tracks (Compositions and/or Masters), including the insertion of identifying tags or serial numbers, or any other method or manner of identification now known or hereinafter devised, in connection with the rights granted hereunder. Without limiting the foregoing, Composer agrees and acknowledges that any of the foregoing titling, identifying information, and/or changes or alterations thereto, may be made without Composer's approval.

3. Mechanical License; Performance Royalties. Composer hereby waives (i) any mechanical license fee which might otherwise be payable as a result of any use, including duplication, of all or a part of the Tracks by Company or by any Third Party User or Licensee, in connection with the auditioning of Masters, and (ii) any performing rights fee which might otherwise be payable as a result of any electronic transfer or transmission or other performance or distribution in connection with an audition of all or a part of the Tracks to any Person by Company; provided, however, that nothing in this Section 3. shall be deemed to constitute a waiver of any royalties which shall become due and payable by any applicable performing rights society, such as ASCAP, BMI, SESAC, or any similar royalty collection organization as the result of a Licensed Use, unless Company shall have issued a Direct License with respect to a Licensed Track and except as otherwise provided herein. Composer hereby agrees that Company may use all or a part of any Track in connection with the promotion of Company (including any affiliate or subsidiary thereof) and its artists without any payment to Composer.

4. Territory. The territory shall be the universe, including the Internet.

5. Term and Termination. This Agreement shall commence on the date hereof and continue for so long as any of Composer's Tracks are administered by Company hereunder (the "Term"). The initial term for each Track shall commence on the date the Track is submitted to Company

and continue for a period of one (1) year from December 31 of the year of submission (“Initial Term”). Thereafter, the term for each Track shall automatically renew for periods of one (1) year (January 1 through December 31) unless and until either party gives notice to the other of its intent to terminate Company’s administration of the particular Track or Tracks at least thirty (30) days prior to the expiration of the then current term.

5.1. If at any time during the Term Composer accrues \$500.00 or more in up-front Direct License Fees for a particular Track, the term for that Track will automatically convert to perpetual, and, in the event Composer elects to terminate this administration agreement, Company shall continue to have the right, in perpetuity, to administer such Track (Composition or Composition and Master) on a non-exclusive basis under the same terms and conditions set forth herein. For clarification, Composer will be entitled to fifty (50%) percent of applicable Direct License Fees payable hereunder and one hundred (100%) percent of the writer’s share of public performance income with respect to the Track(s) in perpetuity.

5.2. Notwithstanding Composer’s option to terminate this Agreement after the Initial Term, Composer acknowledges and agrees that this Agreement will remain in effect and the Tracks will remain under the administration of Company hereunder until the term of any existing licensing agreements between Company and any Third Party Licensee(s) has expired.

5.3. Termination of this Agreement notwithstanding, Company retains the right to collect all Publisher’s performance royalties generated from the public performances of Company Titles in perpetuity.

5.4. Except as otherwise provided in this Section 5., upon termination or expiration of this Agreement, Company shall no longer have the right to grant to any Third Party Licensee or User permission for a new Direct License Use with respect to any Tracks; provided, however, that the term of use of any Licensed Track, as well as the right of Company to collect, administer and retain the Gross Administrative Receipts with respect to such Licensed Tracks, shall be as set forth in the respective license governing the Licensed Use, and is separate and apart from the Terms of this Agreement. Without limiting the foregoing, in the event a Third Party User has licensed a Track prior to the expiration of the Term, Composer agrees that Company shall have the right to license (or re-license, as the case may be) such Track to such Third Party Licensee or User following the expiration of the Term, and Composer shall not license such Licensed Track to such Third Party User without the prior written consent of Company.

6. Ownership in Masters and Compositions. Except as set forth in this Agreement, nothing contained herein shall be deemed to convey to Company or to any designee, assignee, or licensee of Company, any interest, including copyright, in or to the Tracks, and the Tracks shall remain the sole property of Composer.

7. Representations and Warranties of Composer. Composer, each member of Composer, and each signatory Person hereto, represents, warrants, and covenants to Company that:

7.1. they are under no disability, restriction, prohibition, whether contractual or otherwise, with respect to their right to enter into this Agreement and grant the rights granted to Company herein; and that they have all necessary rights and authority to enter into this Agreement and consummate the transactions contemplated hereby; and

7.2. Company shall not be required to make any payment of any nature for, or in connection with, the acquisition, exercise, or exploitation of rights by Company pursuant to this Agreement, other than to Composer as specifically provided herein; and

7.3. neither the Tracks, the Composition, the Master, or any other Materials furnished by Composer hereunder, nor use thereof by Company or any Third Party Licensee or User will violate or infringe upon any common law or statutory rights of any third party, including, without limitation, contractual rights, copyrights, intellectual property rights, rights of privacy or publicity, or similar claims; no Person other than Composer has any right, title or interest, including copyright, in or to any of the Tracks, Compositions, Masters, or any other Materials (as hereinafter defined) furnished by Composer hereunder; each Track (Composition and Master) provided to Company hereunder and subject to this Agreement is original material owned and controlled by Composer, and no Person other than Composer, wrote, created, or owns, or controls, the Tracks (Composition and Master); "Materials" as used in this Section 7.3. means, without limitation, any musical, artistic, and literary materials, biographical materials, images, artwork, videos, ideas and other intellectual properties, furnished by Composer to Company or any Third Party Licensee or User; and

7.4. each Track, Composition, and Master is not now nor will it during the Term of this Agreement be represented on an exclusive basis by any other production music library, publisher, agency, music supervisor, or any other third party service, or bound by any other exclusive agreement; and

7.5. all of Composer's representations, covenants, and warranties shall be true and correct upon execution of this Agreement and at all times during the Term; and

7.6. the Tracks were not recorded under the jurisdiction of a union or collective bargaining agreement, and all of the performers of the Tracks consent to the use of the Tracks as contemplated hereby; neither Composer nor any other Person (including the performers of the Tracks) shall be entitled to any benefits under any collective bargaining agreement that may arise out of any Licensed Use, or any other use by any Person or the exercise of Company's rights contemplated hereunder; and

7.7. during the Term, Composer shall not grant to any third party any right to use or exploit any Track (Composition or Composition and Master) or otherwise enter into any agreement, take any other action or attempt or permit any other action which would, or would be reasonably likely to, (i) conflict or interfere with the exclusive rights granted to Company hereunder, (ii) prohibit the exercise of such rights by Company, or (iii) otherwise be inconsistent with the rights granted to Company; and

7.8. Composer hereby gives Company the benefits of any representations, covenants, or warranties which it has obtained or shall obtain under any agreement affecting the Tracks, including songwriter's contracts; and

7.9. neither Composer, its agents nor any member of Composer, shall communicate with any Third Party Licensee or User or any agents or representatives thereof, including, without limitation, advertising agencies, in connection with any Tracks.

8. Name and Likeness. In connection with the promotion of Composer, Company (and/or any affiliate thereof), and the audition, use, and exploitation of the Tracks (Composition or Composition and Master), Composer hereby grants to Company the unlimited, perpetual, and royalty-free license to use, and the right to permit others to use (i) the names (including any professional name heretofore or hereafter adopted by Composer), photographs, images, likenesses of and biographical materials concerning the performers who recorded the Masters and the writers or composers of the Compositions and the Materials (as heretofore defined); and (ii) any of the Materials and Tracks, whether in whole or in part.

9. Fees Payable to Composer. Company agrees to pay to Composer fifty (50%) percent of any up-front fee paid by a Third Party Licensee and received by Company for the Direct License of a specific Track (such fee, a "Direct License Fee"), upon the terms and conditions set forth herein. Without limiting the rights granted to Company hereunder, Composer agrees and acknowledges that the amount of any Direct License Fee charged to Third Party Licensees and the terms of the Direct License shall be determined by Company in its sole discretion, pursuant to the rights granted Company under to this Agreement.

10. Fees Payable to Company. Company shall collect all Gross Administration Receipts earned by and derived from the Licensed Tracks pursuant to or as a result of any Licensed Use in perpetuity. "Gross Administrative Receipts" means any and all revenue (other than Direct License Fees) derived from any such Licensed Use (less amounts paid to or deducted by subpublishers, sublicensees, agents, collection agencies, local performing and mechanical rights societies, applicable taxing authorities, and any insurance or commission payments), and includes, without limitation, fees paid by third parties (including Third Party Licensees and/or Users) (i) in connection with music supervision, research and curation services provided by Company; and (ii) in connection with any license to exploit a specific quantity of the Tracks together with other master recordings (and the compositions embodied therein) not owned or controlled by Composer (so-called "blanket fees"), provided, however, that Company shall not collect any so-called "songwriter royalties" or any "writer's share" of public performance income payable to Composer, or such other royalties as specified below. For avoidance of doubt, Company shall be paid and retain all of the Gross Administration Receipts derived from the Licensed Tracks for the life of such licensed use, which shall include, without limitation, the so-called "publisher's share" and "publisher royalties" of public performance income, in addition to its share of Direct License Fees as contemplated hereunder.

10.1. In no event shall Company be responsible for the payment or collection of any third party royalties or other payments including but not limited to songwriter royalties or the "writer's share" of any royalties or payments with respect to any Track (Composition), and Composer shall look to Company only for the payment of its share of such Direct License Fees payable to Composer hereunder. Composer shall be solely responsible to monitor or engage in the maintenance or procurement of a valid license from ASCAP, BMI, SESAC, or any other performing rights society, and Company expressly disclaims any obligation so to do.

11. Payments to Composer. Any payments to Composer hereunder shall be payable in United States Dollars and Company shall not be obligated to make payment to Composer in any other currency. Company shall compute and pay any Direct License Fee(s) (if any) due to Composer hereunder within sixty (60) days following March 31, June 30, September 30, and December 31,

respectively, in each case with respect to monies actually received by Company during the immediately preceding three (3) month period in connection with the use of any Track as determined by Company to be entitled to payment pursuant to this Agreement, such payments to be accompanied by a statement setting forth the source of such Direct License Fees. Company shall have the right to deduct or withhold income or other similar tax from sums payable to Composer hereunder pursuant to the laws of the relevant territory, provided that Company shall, where readily available, furnish to Composer, with each statement, any necessary information which shall enable Composer, upon presentation of such, to endeavor to obtain income tax credit from the United States Internal Revenue Service or other applicable taxing entity for taxes so withheld.

11.1. Company shall maintain true and complete books and records concerning payments of Direct License Fees due to Composer hereunder. At any time within one (1) year after any statement is rendered to Composer hereunder, Composer shall have the right to give Company written notice of its intention of examine Company's books and records with respect to such statement. Such examination shall be commenced within four (4) months after the date of such notice, at Composer's sole cost and expense, by any certified public accountant or attorney designated by Composer provided he or she (or any member or associate of the firm with which he or she is affiliated) is not then engaged in an outstanding examination of Company's books and records on behalf of a person other than Composer. Such examination shall be made during the Company's usual business hours and at the place where Company maintains the books and records which relate to the Composer and the applicable Direct License Fees and which are necessary to verify the accuracy of the statement or statements specified in Composer's notice to Company and Composer's examination shall be limited to the foregoing. Composer's right to inspect Company's books and records shall be only as set forth in this Section 11.1. and Company shall have no obligation to produce such books and records more than once with respect to each statement rendered to Composer. Any person conducting an examination pursuant to this Agreement shall execute a confidentiality agreement prior to conducting such examination, in form and substance as determined by Company in its sole discretion.

12. Notices. All notices made hereunder shall be in writing and shall be sent by certified mail, postage prepaid, or by hand, or by electronic mail and regular mail, postage prepaid, at the address set forth herein, or such other address or addresses as may, from time to time, be designated in writing by either party, provided however, that payments to Composer may be made by means of regular mail. Notice shall be deemed effective on the date of delivery if by hand, and within five (5) days of the date of mailing if by mail (certified or regular), except that notice of change of address shall be effective only from the date of its receipt.

13. Assignment. This Agreement may not be assigned by Composer without the prior written consent of Company and any assignment otherwise made shall be null and void and without effect. Company may assign this Agreement, in whole or in part (including, without limitation, any of the rights granted to Company hereunder) to any person or entity (i) acting on Company's behalf, or (ii) an affiliate or subsidiary of Company, or (iii) any successor in interest to Company whether by merger, sale, transfer or otherwise.

14. Indemnity. Composer will at all times defend, hold harmless and indemnify Company and each and every Third Party Licensee or User of any Track from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable attorneys' fees,

arising out of or in connection with any alleged breach or breach by Composer of any warranty, representation, covenant or agreement, express or implied, made by Composer hereunder. Composer will reimburse Company and/or such Third Party Licensee or User on demand for any payment made at any time in respect of which Company and/or such Third Party Licensee or User is entitled to be indemnified. Without limiting any of its other rights or remedies, upon the making or filing of any claim, action or demand arising out of any such alleged breach or breach by Composer, Company shall be entitled to withhold from any amounts payable under this Agreement such amounts as are reasonably related to the amount of the action, claim or demand plus estimated attorneys' fees and costs pending the final disposition of such action, claim or demand. Composer shall be notified of any such claim, action or demand and shall have the right, at Composer's own expense, to participate in the defense thereof with attorneys of Composer's own choosing, provided, however, that Company's decision in connection with the defense or settlement of any such claim, action or demand shall be final.

## 15. Miscellaneous.

15.1. Entire Agreement and Execution. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and may not be amended or terminated except by an instrument signed by Composer and an officer or manager of Company, and except as provided in Section 5. hereof. This Agreement may be executed electronically and in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, email, or electronic signature, shall be effective as delivery of a manually executed counterpart of this Agreement.

15.2. Waiver. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

15.3. Severability. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Additionally, if one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, scope, activity, or subject, such provision(s) shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

15.4. Governing Law. This Agreement shall be deemed entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance, or breach of this Agreement. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal Courts in the State of New York and County of Suffolk. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit



or proceeding has been brought in an inconvenient forum. Any process in any action or proceeding in the courts of the State of New York or elsewhere arising out of any such claim, dispute or disagreement may, among other methods, be served upon Composer or Company as provided in Section 12. Any such notice shall be deemed to have the same force and effect as personal service within the State of New York or the jurisdiction in which such action or proceeding may be commenced.

#### 15.5. Remedies.

15.5.1. Composer agrees and acknowledges that the rights granted to Company pursuant to this Agreement are of a special, unique, unusual, extraordinary and intellectual character, which gives them a peculiar value, the loss of which cannot reasonably or adequately be compensated in damages in an action at law. Accordingly, Composer expressly agrees that Company shall be entitled to injunctive and other equitable relief to prevent a threatened or actual breach of this Agreement by Composer, which relief shall be in addition to any other remedies which may be available to Company. In no event shall Composer or any third party be entitled to seek or obtain injunctive or other equitable relief as a result of any breach hereof. Composer's remedies will be limited to an action at law for damages, if any.

15.5.2. Except as otherwise provided in this Agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy. This Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted by Company in writing to such third party.

16. Section Headings. Section headings used herein are for convenience only and shall not affect the interpretation of nor be deemed to be a part of this Agreement.

17. Delivery of Tracks. At any time during the Term, Composer shall deliver to Company, at Composer's sole cost and expense and to the address and as otherwise directed by Company, a copy of each Track (Master) identified on the Submission Schedule, such copy to be in 16 bit, 48.0khz audio CD format, or such other audio file format as may become available in the recording industry and requested by Company. Each copy of each Track (Master) submitted shall become the property of Company and Company shall be under no obligation to return any of such Master copies to Composer upon the termination or expiration of this Agreement.

18. No Obligation of Use or Compensation. Composer acknowledges that Company will be licensing compositions and master recordings from other sources in addition to Composer, some of which will be similar to the musical style of Composer, and that Company cannot predict or guarantee the types of music that will interest Third Party Licensees or Users, if any, and Company makes no representation or guarantee as to the number of uses of any of the Tracks, or the amount of compensation which will become payable to Composer as a result of this Agreement. Nothing contained herein shall create any obligation on the part of Company to administer any use of any Track, including a Licensed Track, other than in connection with a Licensed Use.

19. Credits. Company will use its reasonable efforts to cause any Third Party Licensee of one or more Tracks, to the extent possible, to include in the materials accompanying the

Track(s) a credit identifying the writers and performers of the relevant Track(s); notwithstanding, Composer agrees and acknowledges that Composer may not receive credit in connection with each Licensed Use.

20. Legal Representation. Each party acknowledges and agrees that they have been represented by independent legal counsel or have had the unrestricted opportunity to consult with and be represented by independent legal counsel of their own choosing for purposes of being advised in connection with the negotiation and execution of this Agreement.

21. Additional Submissions. Any additional Tracks submitted at any date following the date of this Agreement by Composer to Company and accepted by Company for use pursuant to this Agreement (an “Additional Submission”) shall be expressly subject to the terms and conditions set forth in this Agreement, and each representation and warranty of Composer contained herein shall be true and correct in all respects when such Additional Submission is made and throughout the Term hereof. Each Additional Submission shall be deemed to be a part of, subject to, and incorporated in this Agreement, and shall not replace, nor be deemed to replace, any other Submission or Submission Schedule. Each Additional Submission shall be set forth in a Submission Schedule duly executed by Composer and Company and in a form acceptable to Company in its sole discretion.

22. Acceptance and Rejection of Masters. For avoidance of doubt, Company shall be under no obligation to make every Track provided by Composer available for audition and use by Users, it being understood and agreed that Company may, in its sole discretion, select those Tracks to be made available to Third Party Licensees or Users.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CONEY ISLAND MUSIC, LLC

By: \_\_\_\_\_

COMPOSER

Robert Valenti – Member/Manager

Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Date

\_\_\_\_\_  
SSN (US Residents Only)