

THIS AGREEMENT is made as of _____ by and between _____, ("Collaborator"), whose address is _____ and _____, professionally known as _____ whose address is _____ (collectively referred to as "Artist").

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WHEREAS, Artist desires to engage Collaborator to render services to Artist as Artist's sole and exclusive personal Collaborator throughout the world in the field of music; and

WHEREAS, Collaborator desires to act in such capacity and to accept such engagement;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Services.

A. Artist engaged Collaborator to be a Collaborator for one (1) Master Track, entitled

"_____."

B. Collaborator accepts such engagement and agrees to produce music in accordance to Artist's specifications in its best reasonable efforts.

2. Term.

The term for this agreement is infinite.

3. Compensation. In consideration of Collaborator's services, Artist agrees as follows:

A. For the purposes of this Agreement, Collaborator agreed to collaborate on one (1) Master Track with credits without any "commission" or royalties.

4. Power of Attorney.

A. Neither Artist nor Collaborator will have the right to assign this Agreement or any rights or obligations hereunder without the express written consent of the other.

5. Each party warrants and represents that they are free to enter into and to perform under this Agreement and is not a party to any presently existing contract which would interfere with Artist's full performance of the terms and conditions of this Agreement. The Artist and Collaborator (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any and all losses, damages (consequential or otherwise), costs, expenses or fees (including reasonable attorneys' fees) incurred by the party seeking indemnification in any claim, suit or proceeding instituted by a third party against such party seeking indemnification in which any assertion is made which is inconsistent with any warranty, representation or covenant made in this Agreement by the Indemnifying Party; provided, that the foregoing indemnity shall be limited to claims which are reduced to final judgment or which are settled with the prior consent of the Indemnifying Party concerned. The Indemnifying Party shall control the defense of any such claim, suit or proceeding, provided that the other party hereto may, at its sole cost and expense, participate in the defense thereof with counsel of its own choosing.

Print and Sign

ADAM MILLER _____ Collaborator

- 6. All notices hereunder will be in writing and will be given by mail in the United States mail, postage pre-paid or by telegraph with all charges pre-paid at the addresses first indicated above, or such other address as either Artist or Collaborator may designate by notice to the other and date of such mailing or telegraphing will be the time of the giving of notice.

- 7. This Agreement sets forth the entire understanding between the parties with respect to the subject matter thereof, and no modification, amendment, waiver, termination or discharge of this Agreement or any provisions thereof will be binding upon either party unless confirmed by a written instrument signed by Collaborator and Artist. No waiver of any provision of, or default under this Agreement will affect either party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar. This Agreement shall be binding upon and enure to the benefit of the parties' respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by Artist except upon the prior written consent of the Collaborator. Collaborator may assign this Agreement to any person, firm or corporation acquiring all or substantially all of the assets or stock of Collaborator; provided, however, that such assignment shall not relieve Collaborator of its obligations hereunder. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto. This Agreement is governed by the laws of the State of Ohio. The parties agree to submit to the jurisdiction of the courts of the State of Ohio. In the event any provision of this Agreement is determined to be illegal or unenforceable, the same will not affect the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, Artist and Collaborator have caused this Agreement to be executed as of the date first indicated above.

Artist	Date
x _____ [_____]	

Collaborator	Date
x _____ [_____]	

Manager/Producer	Date
x _____ [_____]	

Print and Sign

ADAM MILLER _____ Collaborator