

MEMORANDUM OF AGREEMENT

This License Agreement ("Agreement") is made and entered into this ___th day of _____, _____ ("Effective Date"), by and between TEN ANGRY PITBULLS and _____ ("Performer").

RECITALS

WHEREAS, Ten Angry Pitbulls is the exclusive licensor of audio rights to certain copyrighted short stories by Andrew Vachss, and
WHEREAS, Ten Angry Pitbulls wishes to create a derivative work based upon the copyrighted short story, _____, in accordance with Andrew Vachss' terms and conditions, and
WHEREAS, Ten Angry Pitbulls wishes to engage Performer in the creation of said derivative work,

NOW, THEREFORE, in mutual consideration of the promises and obligations set forth below, the parties agree as follows:

1. DEFINITIONS:

For purposes of this Agreement, the following definitions shall apply:

- a) "Characters" shall mean all characters created by Andrew Vachss and depicted in the copyrighted work _____.
- b) "Copyrights" shall mean all copyrights now or hereafter owned by Andrew Vachss.
- c) "Derivative Work" shall mean the Performer's reading of the Work fixed as a sound recording, which shall constitute a derivative work as defined in the Copyright Act of 1976, 17 U.S.C. §101, et seq.
- d) "Gross Sales" shall mean the total of all proceeds collected from the sale of the Derivative Work.
- e) The term "Intellectual Property" shall mean Andrew Vachss' name and likeness, the Characters, the Copyrights, the Derivative Work, and the Work.
- e) "Sound Recording" shall mean sound recording as defined in the Copyright Act of 1976, 17 U.S.C. §101, et seq.
- f) "Work" shall mean the short story _____, written and copyrighted by Andrew Vachss.

2. LICENSE GRANT

a) Subject to and expressly conditioned upon compliance with this Agreement, Ten Angry Pitbulls hereby grants to Performer a non-exclusive license to prepare a derivative work within 30 days of the effective e\date. The derivative work shall consist of Performer's reading of _____ ("work"), fixed as a sound recording. Performer shall fix the derivative work as a high-quality sound recording using either the .wav or .aiff file format, created using one of the following programs: Digidesign ProTools, MOTU Digital Performer, Ableton Live, Apple Logic, or Roland/Cakewalk Sonar. The recording will have been made using somewhere between a Shure SM-57 mic and a AKG C414.

b) Performer shall deliver to Live Body Productions one copy of said sound recording within fifteen (15) days of its fixation.

c) Nothing in this Agreement may be construed as granting the Performer permission to prepare a derivative work that utilizes any work by Andrew Vachss, other than the work specified in Clause (a) of this Section.

3. COPYRIGHTS; INFRINGEMENTS.

a) No Distribution. Nothing in this Agreement may be construed as granting the Performer permission to distribute the derivative work or any work by Andrew Vachss.

b) Restrictions on Use of Sound Recording.

i) Written Permission. Except as explicitly described in Section 2(b), Performer may not use said sound recording for any purpose without the express written permission of Ten Angry Pitbulls, which permission Performer shall request no later than seven (7) days prior to the date proposed for use of said sound recording.

ii) No Endorsement. Performer may not use the sound recording or the derivative work so as to constitute an endorsement or testimonial, either expressed or implied, of any group, organization, product, service, or commercial venture. Performer may not use the name and/or likeness of Andrew Vachss so as to constitute an endorsement or testimonial, either expressed or implied, of any group, organization, product, service, or commercial venture.

c) No Further Use. Upon delivery of the sound recording or earlier termination of this Agreement, Performer agrees immediately and permanently to discontinue any use of the derivative work, except as expressly provided in Section 3(b)(i).

d) Ownership. Performer acknowledges and agrees that Andrew Vachss exclusively owns any and all right, title, and interest in the intellectual property.

e) Work Made for Hire. Performer acknowledges and agrees that all of Performer's contributions and services in the creation of the derivative work are a specially ordered and commissioned "work made for hire," within the meaning of the 1976 Copyright Act, for the compensation provided in this Agreement. Andrew Vachss shall own all of Performer's contributions and services in the creation of the derivative work, including the copyrights therein. All said contributions and services, the copyright therein, and all renewals, extensions or reversions of copyright now or hereafter provided, shall automatically become the property of Andrew Vachss, who shall be deemed the author thereof. Performer hereby expressly waives and relinquishes any moral rights or "droit morale" in and to any material contributed to the derivative work, including all of the Performer's performance.

f) Performer Not to Assert Interest in derivative work. Performer may not, during the term of this Agreement or thereafter, directly or indirectly assert any interest in, property rights in, copyright in, or any other right in the derivative work. Performer agrees that it will not, during the term of this Agreement or thereafter, contest the validity of Andrew Vachss' ownership of the derivative work.

g) Infringements. Upon discovering that any unauthorized use of the derivative work has been made, Performer agrees promptly to give Ten Angry Pitbulls written notice including all information with respect to the unauthorized use of which Performer is aware.

h) Material Breach and Automatic Termination. Performer's failure to comply with any provision under this Section shall constitute material breach and automatic termination of this Agreement. Material breach under this Section shall result in immediate forfeiture by the Performer of all rights granted under this Agreement.

4. ROYALTIES.

a) On all copies of the derivative work sold by Ten Angry Pitbulls, Ten Angry Pitbulls shall pay Performer twenty-five (25) percent of gross sales.

b) Pursuant to Clause (a) of this Section, Ten Angry Pitbulls shall prepare royalty assessments and shall pay royalties on an annual schedule. Ten Angry Pitbulls shall pay performer within thirty (30) days of the close of each annual period. If the royalty due Performer is less than \$25.00, that royalty will be carried over into the next royalty period, until at least \$25.00 is accumulated.

5. WARRANTY.

Ten Angry Pitbulls hereby represents and warrants that it is the sole licensor of the rights granted hereunder and is authorized to grant the rights to use the work as described in this Agreement.

6. FORCE MAJEURE.

If either party is prevented from performing its obligations hereunder as a result of a force majeure event, then the non-performing party shall not be liable to the other party for its failure to perform such obligations. As used in this Agreement, force majeure shall mean any act of God, fire, flood, war, public disaster, other calamity, strike, or labor difficulties, or any governmental determination, action, regulation, or order, or any other occurrence beyond the reasonable control of the non-performing party, which, despite the non-performing party's reasonable efforts, prevents the performance of its obligations hereunder.

7. BREACH AND TERMINATION.

a) Curable Breaches. If either party breaches any of the terms and provisions of this Agreement, and the party involved fails to cure the breach within thirty (30) days after receiving written notice by certified or registered mail from the other party specifying the particulars of the breach, the non-defaulting party shall have the right to terminate this Agreement by giving written notice to the defaulting party by registered or certified mail.

b) Injunctive Relief. Performer acknowledges and agrees that any infringement of Andrew Vachss' intellectual property by itself shall constitute conclusive evidence of breach, and that injunctive relief to prevent irreparable damage to Andrew Vachss' intellectual property constitutes appropriate remedy for such breach. Performer acknowledges and agrees that any infringement of Ten Angry Pitbulls exclusive license rights by itself shall constitute conclusive evidence of breach, and that injunctive relief to prevent irreparable damage to Ten Angry Pitbulls exclusive license rights constitutes appropriate remedy for such breach.

c) Effect of Termination. Termination of this Agreement under the provisions of this Section or under provisions set forth elsewhere in this Agreement shall be without prejudice to any rights or claims which Andrew Vachss or Ten Angry Pitbulls may otherwise have against Performer, or which Performer may otherwise have against Ten Angry Pitbulls.

8. MISCELLANEOUS PROVISIONS.

a) Restriction on Assignments. Performer shall have no right to assign its rights and obligations hereunder.

b) Parties Not Joint Venturers. Nothing contained in this Agreement shall be construed so as to make the parties partners or joint venturers, or to permit Performer to bind Ten Angry Pitbulls to any agreement, or to permit Performer to act or purport to act for Ten Angry Pitbulls in any respect.

i) Survival. The provisions of Sections 2, 3, 7(b), and 8 shall survive expiration or termination of the Agreement.

j) Entire Understanding. This Agreement contains the entire understanding of the parties with respect to its subject matter. Any and all representations or agreements by any agent or representative of either party to the contrary shall be of no effect.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned.

Lou Bank for Ten Angry Pitbulls, Inc.

Date

Date