Heartbeat Intensity - Pricing & Terms

29.11.16

1 Pricing & Payment

There are two pricing models developed to suit the needs for two distinct groups. Indie game development organisations or indie film organisations have discounted pricing. This category is defined in the definitions section of this document.

1.1 Custom music for Indie game development organisations or indie film organisations

Under 1 minute, one-off piece.	Without copyright: $150 With copyright: $500 (see below for definitions of these terms)
(Up to) 5 minutes, one-off or extended piece (measured in increments, if a longer piece is required).	Without copyright: $500 With copyright: $1,500 (see below for definitions and see point 3.3 for discretions)
More than three revisions (the first three are included)	Per extra revision: $100 (see below for definitions of the term revision)
Exclusivity (only applies for works purchased without copyright)	Per piece: $150 (see below for definition of the term)
Surround Sound	Per increment: $200
Sheet Music	Per increment: $100

1.2 Custom music for Other organisations

Under 1 minute, one-off piece.	Without copyright: $300 With copyright: $1,000 (see below for definitions of these terms)
(Up to) 5 minutes, one-off or extended	Without copyright: $1,000

piece (measured in increments, if a longer piece is required).	With copyright: $5,000 (see below for definitions and see point 3.3 for discretions)
More than three revisions (the first three are included)	Per extra revision: $200 (see below for definitions of the term revision)
Exclusivity (only applies for works purchased without copyright)	Per piece: $300 (see below for definition of the term)
Surround Sound	Per increment: $400
Sheet Music	Per increment: $200

1.3 Sound effects for Indie game development organisations or indie film organisations

1-10 sound effects, one batch	Without copyright: $200 With copyright: $600 (see below for definitions of these terms)
11-25 sound effects, one batch	Without copyright: $500 With copyright: $1,500 (see below for definitions)
26+ (per 25 batch increments)	Without copyright (per increment): $500 With copyright (per increment): $1,500 (see below for definitions, see Terms 3.10 for discretions and Terms 3.13 for revisions)
More than three revisions (the first three are included)	Per extra revision: $100 (see below for definitions of the term revision)
Surround Sound	Per batch: $200
Sheet Music	Per increment: $100

1.4 Sound effects for Other organisations

1-10 sound effects, one batch	Without copyright: $400 With copyright: $1200

	(see below for definitions of these terms)
11-25 sound effects, one batch	Without copyright: $100 With copyright: $5,000 (see below for definitions)
26+ (per 25 batch increments)	Without copyright (per increment): $1,000 With copyright (per increment): $5,000 (see below for definitions, see Terms 3.10 for discretions and Terms 3.13 for revisions)
More than three revisions (the first three are included)	Per extra revision: $200 (see below for definitions of the term revision)
Surround Sound	Per batch: $400
Sheet Music	Per increment: $200

1.5 Percentage points

The composer does not have any percentage points in the ownership of the game unless otherwise agreed upon by both parties.

Percentage points may be assigned to the composer from goodwill, or as a negotiation to lower prices.

The composer retains the right to accept or deny such agreements.

1.6 Payment

A minimum, non-refundable deposit of 50% must be made to lock in the commencement of the creation of the custom music. No commencement shall be made prior to this amount being received by the composer.

The full amount is required to be paid out to the composer within two weeks of the final music and any ordered sheet music being sent to the purchaser. If the purchaser does not pay within this two week period there is a lateness fee (see Terms 3.6)

1.7 Examples

a) John is an independent game developer who has made less that $20,000 in earnings from the games he has developed. He wants to create a mobile game with a 30

second theme that he has exclusivity for and 3 minutes of background music. The game also needs 8 different sound effects.

Piece under one minute (without copyright)	$150
Exclusivity for the piece under one minute	$150
5 minutes piece increment (without copyright)	$500
1-10 sounds batch of sound effects	$200
Total	**$1000**

b) Jude is an independent film creator and wants to create a 20 minute film. She wants 15 minutes of background music, 3 minutes of theme music, 2 minutes of credits music and 20 different sound effects. She wants sheet music for the theme song and the credits song so that a local band can perform it on opening night. She also wants copyright for the theme song so she can give it away as a freebie on the night to guests attending, and makes 4 revisions of the theme song

5 minute piece increment (with copyright)	$1500
Sheet music for the 5 minute piece increment	$100
1 x Extra revision	$100
3 x 5 minute piece increments (without copyright)	$1500
5 minute piece increment (without copyright)	$500
Sheet music for the 5 minute piece increment	$100
11-25 sounds batch of sound effects	$500
Total	**$4300**

c) Phil is a big name game developer who has made over $20,000 from his games and wants 6 different levels worth of music for a new mobile game, approximately 3 minutes long per level. He also wants a 30 second theme song that he has the copyright to and 40 different sound effects. He makes 2 revisions to the sound effects.

5 minute piece increment (without copyright)	$1000
5 minute piece increment (without copyright)	$1000
5 minute piece increment (without copyright)	$1000

5 minute piece increment (without copyright)	$1000
5 minute piece increment (without copyright)	$1000
5 minute piece increment (without copyright)	$1000
Piece under one minute (with copyright)	$1000
2 x 25 sound batch of sound effects	$2000
Total	**$9000**

2 Definitions in the context of this agreement

The composer is Meri Amber, referred to as 'Heartbeat Intensity', and is providing the service of composing, recording and producing custom music.

The purchaser is the organisation that the composer is entering into agreement with.

Organisations can be comprised of a single individual or a group of individuals undertaking the creation of a project that requires custom music.

Indie game development organisations or indie film organisations are defined as earning less than $20,000 through their games or videos to date.

Other Organisations are defined as earning more that $20,000 through their games or videos to date.

Without copyright is defined as meaning that the composer retains the right to the master copy as well as the songwriting. The composer then licences the track for use to the purchaser. This means the composer collects both mechanical and songwriting royalties on the track and may sell or licence the track to other parties in the future.

With copyright is defined as meaning that the composer retains the rights to the songwriting of the music but sells the master copy to the purchaser. This means that the composer will still earn songwriting royalties from the track (as collected and distributed by APRA/AMCOS and requiring no effort on the purchasers part). However, the purchaser is the one that is able to sell or licence the track to other parties in the future. In any, case, the purchaser is assumed to have licensed the track to Heartbeat Intensity for the purpose of promoting their services (see Terms 3.2)

Exclusivity is the agreement whereby for a custom piece of music purchased without copyright, the composer agrees to not licence the work to any other parties without the express request or consent of the purchaser. The purchaser may then ask for a fee from the other party as part of this licensing. The composer may still sell the work (i.e. on iTunes).

	Composer	Purchaser
Without Copyright	● Songwriting rights ● Licensing rights ● Can license whenever an opportunity arises ● Can sell the music for personal profit	● A license to use the music within any production by the organisation

Without Copyright + Exclusivity	• Songwriting rights • Licensing rights • Can only license at the express request or consent of the purchaser • Can sell the music for personal profit	• A license to use the music within any production by the organisation • The power to seek, choose or deny licences with other parties and ask for a fee for said licenses
With Copyright	• Songwriting rights • A license to use the music in part, or in snippets, to display as part of their body of work in the pursuit of attracting further work	• Licensing rights • Can license whenever an opportunity arises • Can sell tracks for personal profit

A revision is a single email or meeting worth of changes to be made to the custom piece of music that has been composed after it has been sent to the purchaser. Two separate emails count as two revisions etc. (see Terms 3.4 and Terms 3.13)

A minimum, non-refundable deposit is the minimum amount of money that must be paid by the purchaser to the composer prior to commencing the creation of custom music. This money cannot be refunded. (see Terms 3.5)

An order is a piece of custom music (of any length).

A Delay fee is a fee added to the total due by the purchaser, if the composer has given them a reduced percentage minimum, non-refundable deposit. (see Terms 3.5)

A Lateness fee is a fee required to be paid by the purchaser on top of the total amount due, if the purchaser fails to pay the composer within two weeks after the completion and sending out of the custom music. (see Terms 3.6)

Per batch refers to a collection of sound effects in an order. Batches may be in a single 1-10 sound collection for small one-off projects, or in 1-25 sound increments for bigger projects. Revisions are counted per batch (see Terms 3.13)

3 Terms

3.1 All purchasers must acknowledge the composer by the name 'Heartbeat Intensity' and link to their website in the credits of their work.

3.2 All purchasers must give the composer a licence to share the custom music, or snippets of it, as part of a display of their work in the pursuit of attracting further work.

3.3 If the composer decides that the final increment in a piece is short enough, the fee for that increment may be waived. This is at the composer's discretion.

3.4 If the composer decides that a revision that has been sent should reasonably be excluded from the revision count, they may do so. This is at the composer's discretion.

3.5 In extreme circumstances the composer may choose to reduce the minimum, non-refundable deposit that is required to commence the creation of the custom music. This is at the composer's discretion. In this case a Delay fee will be added to the final total due by the purchaser of:

Reduced to 40% deposit	$100
Reduced to 30% deposit	$300
Reduced to 20% deposit	$750

3.6 A Lateness fee is determined by how late the purchaser pays:

Within the month	$50
After a month	$200

3.7 Both the composer and the purchaser may agree to terminate an order prior to the final product being delivered. In this case the composer will keep the non-refundable 50% deposit if it was made. If not (see Terms 3.5), the purchaser must pay out the equivalent of the initial 50% deposit, as well as the Delay fee:

[(Total due) * (50%)] + Delay fee = *Equivalent to an initial 50% deposit + Delay fee*

For example. Bill was allowed by the composer to pay a 30% deposit instead of a 50% deposit at the commencement of his film music project, totalling $1000. He paid the $300. The composer worked on the music for the project for a week and almost finished it, but unfortunately Bill's film project had to be cancelled due to crew members pulling out. Rather than paying $1300 (including the $300 Delay fee) Bill pays:

= [$1000 * 50%) + $300

= $500 + $300

= $800 (including the $300 Delay fee)

3.8 If session musicians or outside studio recording is requested by the purchaser, the purchaser must pay for the hire of session musicians and outside studios on top of the price charged by the composer. If session musicians or outside studios require deposits prior to hire, the purchaser must pay these deposits as soon as possible.

3.9 Similarly, if the purchaser requests a specific software sound that the composer does not have, the composer will make the purchaser aware that they do not have it. The purchaser and composer may then come to an agreement where both contribute to the purchase of the software so that the composer can attain it, if the purchaser is still determined to have such sounds.

3.10 If the composer decides that the final increment in a batch is small enough, the fee for that increment may be reduced to the 1-10 sounds batch fee. This is at the composer's discretion.

3.11 The pricing and payment scheme can be changed over time at the discretion of the composer. The amount due by the purchaser is the amount agreed upon based upon the pricing scheme used when an agreement is formed.

3.12 If the purchaser has made unreasonable revision requests or has unfairly dealt with the composer, the composer may warn the purchaser that continued unreasonable revision requests or unfair treatment could warrant the composer exercising a forced exit to the agreement. If the purchaser continues making unreasonable revision requests or dealing unfairly with the composer, the composer may end the agreement. Financially, the result will be the same as if the agreement was mutually terminated (see Terms 3.7). What is considered unreasonable or unfair is at the composer's discretion, but must be clearly explained to the purchaser in the warning.

3.13 Revisions are counted 'per batch' for sound effects. There may be three revisions per batch prior to any charge being made. This means, for an order of over 25 sounds, there may be up to 3 revisions made for the first batch sent through (each batch will be sent through separately) and up to 3 revisions made for every consequent batch sent through, without charge. In total this would be more than 3 revisions, but no more than 3 per batch.