

*Walter Mosley:*

Hi, my name is Walter Mosley. I am a partner and owner of Mosley associates.

When musicians are looking to sign a contract with a label or even an investor. The key thing to think about are your rights. Are you going to own your music or are you leasing your music or were you selling your music with someone else? The term and the length in which you're going to be in that contract and of course how much you're going to get. Is it royalty or you gonna be 50/50? Is it a joint venture those are the things that you want to think about, as a, as a musician.

As a filmmaker it's really about—am I getting paid now ? Am I getting paid later and how much am I getting paid in between?

You want to be able to have creative input and have much control as much greater as possible, but because films are so expensive and it takes such a big studio or streamer to do those. Those considerations are, are less are given less, often in terms of the absolute creative control but really it's about— is this project moving my career along? Am I adding that the right type of project to my resume and when am I gonna get paid for the work I'm gonna put in?

As an artist the first thing I always recommend them to do is to trademark their name, their professional name. You don't want to end up like, Prince, who was the artist formerly known as for, for a spell. That's a that's a key consideration key concern we want to make sure that you trademark it and you want to own that. In additionally, whenever you create a piece of music you should register that copyright or that piece of music with copyright.gov which is our, you know, our corporate office in the United States. If you own a label or if you're, or independent label you also have copyrighted songs that you're purchasing that you're investing in so that you can make sure you can qualify for, or be extended the statutory provisions that come along with copyright owners.

Artists have great opportunities to make money from their music outside of just traditionally buying and selling their albums or selling a CD. Another opportunity is by licensing their music to film, to television, to video games, to commercials. In this case, what happens is the buyer pays you for 30 seconds, 10 seconds, 15 seconds, 2 minutes of your music included in its underlying product. This is a license you're not giving them ownership but you are getting paid to do so. What's important to think about is like, how long are we gonna use it for? Are you aligning your music with what type of products you like, uh, so there, is there are like everyday products. You know that you're, you're, you're Disney products and then there are products that are alcohol tobacco pornography of things that people are very careful about align their products so it's important to think about. Also how much you're going to get, is it worth it, if you're, if your song is licensed to company A or project A. It's less likely to be licensed to the company B or project B, so you want to make sure you pick a good buyer and associates your music with the type of brands and the type of energy, and type of, a type of projects that that you want to name synonymous with.

As an employee in a California company you don't necessarily give you a rights to mutual property to your employer. There has to be a specific contract where you grant that to them, and that contract is usually you have some type of work. What they call a work for hire provision associated with this and what this does is it takes your copyright it takes what is your idea your intellectual property and it gives it to your employer or this is the person that is purchasing your work. So, if you create something while employed, it doesn't mean that it's theirs you can, file trademarks, file copyrights you can file for patents even under someone else's employment. Uh, If you haven't signed something , so you want to make sure you read your employment agreement you want to make sure that you're looking at every piece of paper that they put in front of you because oftentimes a good employer or or a crafty employer will think sneak in something that you'll sign over those, those rights.

And the biggest issue that we're facing in the Entertainment is collecting money and that's probably, probably the world's issue, but we make agreements to pay people a little now and a lot later, and how do you get that a lot later? And you want to make sure that your contract specifies when you get that, who your in front of, whom are you behind. What's the penalties if they if you don't get paid? What's the interest if you don't get paid and then how do you assert your rights when you're not getting paid? How do you look and read your statements and how do you audit the people that are supposed to pay you for your intellectual property for your creative ideas?