

Artist and Producer Development Agreement

This Agreement is entered into on _____ by and between
_____ (hereinafter referred to as "Producer") and
_____ (hereinafter referred to as "Artist")

Therefore, it is agreed.

1) PRODUCER DUTIES & RIGHTS

- a) Producer shall produce musical works and performances of artist as well as provide all necessary studio facilities to Artist, for the immediate purpose of producing and exploiting a master demonstration record ("Demo").
- b) Producer, along with Artist, mutually agrees to actively seek an exclusive artist/producer recording contract to the satisfaction of Artist with a record company with established national distribution channels. Said contract shall hereinafter be referred to as "Contract". Such Contract provisions that shall be construed as satisfactory to Artist will include (1.) a commitment of at least one (1) single in the initial year and at least one (1) album per year in not more than two (2) option years, and (2.) a basic combined artist/producer royalty of not less than nine percent (9%) of ninety percent (90%) of the retail selling price, subject to customary adjustments for tape, foreign, record clubs, budget records, container charges, etc.
- c) Producer shall provide actual production services as an independent producer pursuant to this agreement. In the event of the Producer's disability or other unavailability for such services, any substitute for Producer must be mutually approved, in writing, at the discretion of Artist, which approval shall not be unreasonably withheld. The cost of any such substitute shall be charged against the participation of the Producer.
- d) Producer shall account for and pay royalties to Artist semi-annually within fourteen (14) days after receipt from a record company pursuant to Contract.
- e) Producer may assign its rights under this agreement, in whole or in part, to any subsidiary, affiliated or controlling corporation or to any other assignee, provided that such assignment shall not relieve Producer of its obligations under this agreement. Producer may also assign its rights under this agreement to any of its licensees, in the ordinary course of business, to the extent necessary or appropriate, in Producer's sole discretion, to implement the license granted. Producer, may assign its rights, however, shall not be entitled to delegate any duties under this contract without the express written consent of Artist. To do so, shall constitute a material breach of this contract.

2) ARTIST DUTIES & RIGHTS

- a) Artist agrees that Producer shall remain as Artist's Producer for the full term, including any exercised options, of Contract, and of any alternate or substituted agreements with respect to the Contract.

- b) Artist agrees to enter into and bind himself/herself to Contract which contains terms and conditions no less favorable to the Artist than those set forth above or those reasonably declared by Artist if such Contract is presented to Artist.
- c) In the event that Producer has not negotiated a Recording Contract within a period of two (2) years from the date hereof, Artist shall have the right to terminate this contract by written notice by registered or certified mail sent to Producer's address as set forth above or as may otherwise be provided by Producer to Artist during the term of this contract, within 30 days after the end of the two (2) year period.

3) Compensation/Consideration/Additional Terms

- a) The Parties shall share equally in all advances and royalties received under the Contract, and under any alternate or substitute agreement. The shares shall be payable only after recoupment of all recording costs and other disbursements under this agreement and the Recording Contract. Producer agrees that he/she will keep contemporaneous records substantiating any such charges.
- b) The Parties agree that the term of this agreement shall extend for the full term of the Contract, as same may be extended through the exercise of and all options, and such term as extended of any executed similar or modified agreements. If an option is not exercised under any such agreement, the term of this agreement shall be deemed expired.
- c) In the event of a breach of this contract by the Artist prior to the signing of Contract, Producer shall be entitled to all reasonable costs incurred by the Producer for the promotion of the Artist's career together with attorney's fees and costs of suit. In the event of a breach of this contract by the Artist subsequent to the signing of a recording contract, the Artist shall pay to Producer compensation, damages, reimbursement and payments set forth in any section this contract.
- d) As to any composition written or controlled directly or indirectly by Artist which is recorded and released pursuant to the provisions hereof, Artist agrees to assign to Producer a _____ percent (____%) undivided interest in Artist's interest in the copyright of the composition, Producer will account to Artist, and pay Artist, within thirty (30) days after receiving any payments, Artist's full and rightly owned share of the net publisher's share actually received by Producer or its representative in the U.S.A. and remaining after deducting of writer royalties and other direct costs. If Artist is a writer of such a composition, Artist and Producer shall enter into a songwriter-publisher contract separate from this agreement.

4) Choice of Law, Choice of Venue

This agreement shall be deemed to be executed in and shall be construed in accordance with the statutes and legal decisions of the State of _____. Any action brought to enforce this Agreement or by reason of an alleged breach thereof, shall be brought only in said state, or in such other proper jurisdiction as the Producer shall from time to time decide.

5) Arbitration

If at any time any controversy should arise between the Producer and the Artist regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Artist shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Artist. If binding Arbitration is elected by Artist, it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS) The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any in any court having jurisdiction thereof. Producer hereby consents to being joined as a party to any arbitration proceeding in which Artist is a party. Producer further consents to the arbitrator who is appointed in said proceeding.

6) Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have five (5) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

7) Severability

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

8) Time is of the Essence

Time is of the Essence of this Agreement for all deadlines herein described.

9) No Waiver

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive the party of the right thereafter to insist upon adherence to the term of any other term of this Agreement.

10) Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter. This Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first above written

AGREED TO AND ACCEPTED:

Artist

Date: _____

Producer

Date: _____