

**Production Agreement between  
Producer & Artist - (No Royalty/No Copyright)**

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Producer") and \_\_\_\_\_ (hereinafter referred to as "Artist"). FOR, AND IN CONSIDERATION OF, the promises and the mutual covenants contained herein, Producer and Artist do hereby agree as follows:

1. Artist hereby engages the services of Producer to produce for Artist certain unique musical compositions and/or instrumental productions (hereinafter referred to as "Recordings"). Producer hereby agrees to produce said Recordings to the best of Producer's ability. The Recordings shall be produced during the month(s) of \_\_\_\_\_, 20\_\_\_\_, in which production shall take place at \_\_\_\_\_ Recording Studios in \_\_\_\_\_ (unless otherwise agreed to by Producer and Artist) where the budget for said Recordings shall total \_\_\_\_\_ Dollars (\$\_\_\_\_\_) up to the point of producing masters to Artist's reasonable satisfaction.

2. In consideration for Producer's services hereunder, Artist agrees to pay Producer under the following provisions:

(a) \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per hour for each hour of services rendered by Producer hereunder; or,

(b) \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day for each day's services rendered by Producer hereunder; or,

(c) \_\_\_\_\_ Dollars (\$\_\_\_\_\_) flat fee per Recording produced by Producer hereunder; or,

(d) \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the entire project produced by Producer hereunder; plus,

(e) If Producer's services include engineering services as well, the additional sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars per hour, day, Recording or project shall be paid to Producer.

3. In the event the Recordings are used as part of Artist's effort to obtain a recording agreement, and Artist obtains such an agreement with a record company, Artist will use Artist's best efforts to have Producer engaged as the producer of Artist's first recordings for said record company.

4. Producer herewith relinquishes any rights whatsoever to any Royalty payments or Copyrights Producer may have to Recordings and/or instrumental productions used under this agreement by Artist irrespective of whether or not the Recordings are commercially released. However, Producer shall be entitled to receive applicable credit for the Recording(s) embodied in said recording.

5. Producer agrees that the unique musical renditions as more fully described above, and here before referred to as instrumental productions, are of great commercial and

intrinsic value to Artist. As such, Producer agrees that said instrumental productions become the unique property of the Artist and will not be used on behalf of or sold to any other Artist.

6. Producer and Artist acknowledge and agree that this agreement between each party may not cover every situation and circumstance that may arise in the future concerning the Recordings. In such event, Producer and Artist agree to discuss and negotiate any such situation or circumstance in good faith, toward the goal of reaching a mutually satisfactory resolution thereof, consistent with the spirit and intent of this agreement. Producer and Artist agree to submit any dispute between them that cannot be resolved by good faith discussion and negotiation for binding arbitration to the American Arbitration Association, said arbitration to be conducted in all respects in accordance with the rules and regulations of said Association.

7. This is the entire agreement between Producer and Artist with respect to the subject matter hereof. All additions to, and amendments of, this agreement must be in writing and signed by both Producer and Artist. This agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs and personal representatives of Producer and Artist. This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_. IN WITNESS WHEREOF, Producer and Artist set their hands.

I hereby agree to and am bound by these terms.

I set my name to this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Producer

\_\_\_\_\_  
Artist