

**Production Agreement between
Producer & Artist - (No Royalty/Retain 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, 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____ , 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 includes engineering services as well, the additional sum of _____ (\$ _____) Dollars per hour, day, Recording or project.

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 Producer may have to recordings and/or instrumental productions by Artist irrespective of whether or not the Recording is commercially released. However, Producer remains the sole copyright holder of any materials that are uniquely his/hers, including the unique musical compositions and/or instrumental productions contributed specifically by Producer or in which Producer significantly added to said musical compositions under this agreement.

5. Producer and Artist understand the unique musical compositions, as more fully described above, and here before referred to as instrumental productions, are of great commercial and intrinsic value to Producer. As such, Artist agrees while Producer's instrumental productions are a unique and integral part of the aforesaid Recordings, Producer reserves the right to use and/or sell the aforesaid instrumental productions for any purposes outside of this agreement and without the Artist's permission. Producer specifically does not rescind any rights whatsoever to market, produce, utilize, incorporate into other works, or use in any form or fashion whatsoever the afore-described instrumental productions.

6. Producer and Artist acknowledge and agree that this agreement between them 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

