

**Production Agreement between
Producer & Artist - (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 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 includes engineering services as well, the additional sum of _____ (\$ _____) Dollars per hour, day, Recording or project.

3. In the event the artist achieves commercial sells of recording, either thru internet sells, self-promotion, a recording agreement or by any means whatsoever, Producer shall be entitled to a royalty of _____% percent of suggested retail selling price of the commercially produced recording. Producer remains the sole copyright holder of any materials that are uniquely his/hers, including any unique musical compositions or instrumental productions contributed specifically by Producer or in which Producer significantly added to said musical compositions under this agreement. Parties therefore agree that while Producer's instrumental productions are a unique and integral part of the aforesaid recording, the uniqueness of said instrumentals are also an integral part of producer's musical persona and as such, Producer reserves the right to use and/or sell the aforesaid instrumental compositions for other recordings outside of this agreement and without the Artist's permission.

4. In the event commercial sells are achieved thru a recording contract/record company deal, and one (1) or more of the Recordings (whether edited or re-mixed) is commercially released by Record Company, Producer shall be entitled to a pro-rata share of producers' royalties from the sale of any such records embodying the Recordings (or any of them), based on the ratio that the number of Recordings bears to the total number of recordings embodied in the record. Producer shall also be entitled to receive applicable credit for the Recording(s) embodied in said Recordings.

5. 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.

6. 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