

**Production Agreement between
Record Company and Producer - (No Royalties/No Copyright)**

Date _____

This writing will serve as the agreement with _____
(hereinafter designated as "Producer"), with respect to Producers services in connection
with the production of the masters of Musical Performances and/or Musical Compositions
and/or Instrumental Productions on behalf of _____ Record Company.

1. The term of this agreement shall commence as of the date hereof and shall continue until
the completion of Producer's services.

2. During the term of this Agreement Producer agrees to produce _____ (#____) Musical
Compositions (hereinafter designated "Masters") to be embodied with the performance or
performances of Record Company's designated Artist or Artists: _____ and to
perform all other obligations required under this Agreement.

3. Recording sessions for the Masters shall be conducted by Producer under the direction of
_____ (hereinafter designated as "Record Company"). The recording
agreement between the Producer and Record Company at such times and places shall be
designated by Record Company. All individuals rendering services in connection with the
recording of Masters shall be subject to Record Company's approval. Record Company shall
have the right and opportunity to have Record Company representatives attend such
recording sessions. Each Master shall be subject to Record Company's approval as
technically satisfactory for the manufacture, broadcast and sale of tapes, CDs, and/or other
medium. Additionally, upon Record Company's request, producer shall re-record any
musical composition or other selection until a Master technically satisfactory to Record
Company has been obtained. Producer agrees to begin pre-production, rehearsals, and
recording on the ____ day of _____, 20____. Said Masters shall be, at Record
Company's election, maintained at a recording studio or other location designated by
Record Company, in Record Company's name and subject to Record Company's control.

4. Producer herewith relinquishes any rights whatsoever to any Royalty payments or to
any Copyrights Producer may have on instrumental compositions and/or instrumental
productions to the Record Company irrespective of whether or not the Recording is
commercially released. Producer shall be entitled to receive applicable credit for the
Recording(s) embodied under this agreement. Furthermore, Producer agrees that 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 the Record
Company. As such, Producer agrees that said instrumental compositions become the
unique property of the Record Company and will not be used on behalf of or sold to any
other entity.

5. In consideration for Producer's services hereunder, Record Company agrees to pay
Producer the following:

(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.

6. Producer and Record Company 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 Record Company 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 Record Company 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 Record Company 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 Record Company. This agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs and personal representatives of Producer and Record Company. This agreement shall be construed in accordance with the laws of the State of _____. IN WITNESS WHEREOF, Producer and Record Company 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

Record Company