

**Production Agreement between
Record Company and Producer - (Royalties/Retain Copyright)**

Date _____

This writing will serve as the agreement with _____
(hereinafter designated as "Producer"), with respect to Producer's 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 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 musical
compositions 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 rights to use the aforesaid instrumentals for other recordings outside of
this agreement and without Record Company's permission.

5. Parties further agree that in the event the Record Company, thru "release" of the subject materials, achieves commercial sales of the aforementioned recording thru any means whatsoever via any outlet whatsoever, Producer shall be entitled to a royalty of _____% percent of suggested retail selling price of the commercially produced recording.

6. In the event commercial sales are achieved as per paragraph five, 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 Album. Producer shall also be entitled to receive applicable credit for the Recording(s) embodied in said Album.

7. 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.

8. 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.

9. 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