

RECORDING CONTRACT

This agreement is hereby entered into on this _____ day of _____, 20__ by _____ hereinafter referred to as “Artist” and _____ hereinafter referred to as “Company” for the purposes of a recording contract.

Company attests the following:

1. Company is aware of Artist’s stage name as _____, talents, experience, image, and musical style.
2. Company is experienced in the promotion and sale of phonorecords, hereinafter defined, of the Artist’s nature and style.
3. The purpose of this agreement is to develop and sell the musical works of Artist in the form of phonorecords and to promote Artist and such recordings for the purposes to generate sales of such works.

THEREFORE, the parties hereby agree:

1. DELIVERABLES.

Artist shall deliver to Company, for valuable consideration hereinafter described, _____ (____) number of recordings consisting of not less than 35 minutes of original musical work within _____ months. First album shall be delivered as complete by or before the _____ month anniversary of the signing of this contract by delivering in digital or CD format, the musical work. (All album(s) as herein referred shall henceforth be referred to as “Work”). Work shall be performed by Artist and shall be of commercial quality. Title of such Work shall be mutually agreed upon between Artist and Company.

2. APPROVAL.

Company shall have the right to reasonably approve or disapprove any content on such Work for manufacture and sale. Artist shall maintain Artistic control of such Work, despite Company’s right of disapproval.

3. SUSPENSION OF AGREEMENT.

Company reserves the right to suspend the duties and obligations of this contract if Artist is befallen with sickness (physical, mental, or of an addictive nature), suffers injury, suffers from an accident, and/or refuses to perform. Artist shall be informed in writing, of such suspension. After ninety (90) days of suspension,

Company may elect to abandon all duties under contract. If Artist deems able to work in a reasonable fashion that is not detrimental to Company, suspension of such Agreement shall be lifted. Artist must inform Company of such abilities, in writing.

4. ARTIST COMPENSATION.

After recouping all monies expending by Company referred to in this Agreement, Artist shall be compensated the following for services rendered:

A royalty of _____ (____%) per cent in respect of Work produced, played, promoted and sold, made hereunder during the term of this agreement.

If royalties are insufficient to cover those costs reasonably incurred by Company in the promotion and creation of Work and Artist, Artist shall not be held personally liable for any monies still owed.

Artist shall be paid all royalties received by Company within fourteen (14) business days of receipt by Company.

5. COOPERATION BY THE PARTIES.

Artist and Company both agree to fully cooperate with one another, in good faith, in the production of the Work and strictly observe the duties and obligations of this Agreement.

6. COSTS.

All costs shall be the sole responsibility of Company including production of the Work, travel, hotels, meals reasonably incurred by Artist in production of Work. Company may recover such costs pursuant to the production of master recordings or the advancement of the Artist's career. Company's production, promotion, manufacturing and all other bonafide expenses relating to Artist are deemed recoupable from gross income.

Company shall provide and compensate sufficient and competent musicians to properly perform the Songs, as arranged and directed by Artist and Producer. Company may recover such costs.

7. ASSIGNMENT OF EXCLUSIVE RIGHTS BY ARTIST.

Upon the timely occurrence and performance of all material events and obligations required to produce the Work, Artist shall assign to the Company all rights, title, and interests in and to the following property, for distribution and commercial exploitation in the United States and Canada:

- a. The Songs,
- b. Artist's performance of the Songs contained in the Recording,
- c. The title of the Recording.

In consideration of Company's expertise, funding, and promotional tools, Artist shall relinquish such rights, but only in the event that Company fully performs all duties and obligations as herein defined and agreed upon. Company shall obtain the necessary and proper Copyright registration at their own expense.

8. LICENSING.

Artist shall grant to the Company the license to use the name " _____ ", and the Artist's photographic image, biographical information, and other likeness and public information, in the promotion and distribution of the Recording.

9. DISTRIBUTION.

At the time Work is deemed complete by both Artist and Company, and continuing for the term of this Agreement, Company will diligently use its best efforts to secure distribution of the Work throughout the world, through one or more distribution companies (including record companies, film companies, or any other company). Any such contract entered into between Company and any such record distribution company shall be subject to the terms of this Agreement.

Should Company fail to enter into a binding contract for the distribution of the Work, the assignment and license from Artist to Company granted pursuant to Section 7 and 8, hereunder shall be deemed rescinded by the agreement of the parties and the Work shall be completely and fully released to Artist without any further obligation by Artist.

10. PERFORMING RIGHTS ORGANIZATION MEMBERSHIP.

Artist shall apply for registration and membership with a music licensing organization such as SESAC, BMI, or ASCAP. Company shall be responsible for any cost or expense associated with such application or with the Artist's membership in such organization during the term of this Agreement and the Distribution Period. Company may recover such costs pursuant to this Agreement.

11. NON-CIRCUMVENTION.

Artist shall not detrimentally interfere with the efforts of Company to distribute the Work through one or more distribution companies or enter into any contract inconsistent with the rights of distribution assigned to Company hereunder. Artist

shall not contact any such potential distribution company except through the offices of the Company.

12. PERFORMANCES AND APPEARANCES.

For the term of this Agreement, Artist agrees to appear at one or more performances to promote the distribution of the Recording. Company shall schedule and arrange such performances, but Artist shall have the right of prior approval of the location, date and time of each such performance. The total number of performances during the term of this Agreement shall not exceed _____. Company shall be responsible for travel, hotel and meal costs incurred by Artist in attending each such performance, Artist shall be paid one-half (1/2) of the net revenues received by Company for such performances. Such compensation shall be received by Artist within fifteen (15) days from Company's receipt thereof. Company may recover such costs (including travel costs and compensation paid to Artist).

13. ASSIGNMENT.

The rights and obligations of both the Artist Company existing herein are of a personal and unique nature, and shall not be assigned without the prior written consent of the other party.

14. RIGHT OF INSPECTION.

At any time during the term of this Agreement upon prior written notice to Company of at least seven (7) days, Artist or his/her designated representative shall be permitted unrestricted access to the books and records of Company which in any way pertain to Artist, for inspection and photocopying by Artist or Artist's designated representative.

Such books and records shall include, but shall not be limited to, any documents or records which evidence the receipt or disbursements of Royalties. Company shall maintain such books and records at its principal office.

15. MISCELLANEOUS.

a) BINDING EFFECT.

This Agreement shall be binding upon the successors and assigns of the parties.

b) ARBITRATION.

If at any time any controversy should arise between the Company and the Artist regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Artist shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Artist. If binding Arbitration is elected by Artist, it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS) The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any in any court having jurisdiction thereof. Venue will be in _____(county), _____ (state). Artist further consents to the arbitrator who is appointed in said proceeding.

c) JURISDICTION/APPLICABLE LAW.

Company and Artist hereby submit to the jurisdiction of the courts of _____(state) for the enforcement of this Agreement or any arbitration award or decision arising herefrom. This Agreement shall be enforced or construed according to the laws of the State of _____.

d) ATTORNEY'S FEES.

In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.

e) COVENANT OF GOOD FAITH AND FAIR DEALING.

Company and Artist agree to perform their obligations under this Agreement, in all respects, in good faith.

f) INDEPENDENT CONTRACTOR.

In the performance of his/her obligations of this Agreement, Artist shall be deemed an independent contractor.

g) INCORPORATION OF RECITALS.

The recitals contained at the beginning of this Agreement are incorporated herein by this reference

h) TIME IS OF THE ESSENCE.

Artist and Company agree that time is of the essence for all dates and times herein mentioned.

16. NOTICES.

Any notices or delivery required herein shall be deemed completed when hand-delivered, delivered by agent, or placed in the U.S. Mail, postage prepaid, to the parties at the addresses listed herein.

THE PARTIES AGREE to the terms and obligations and so execute on the day and date first above mentioned.

Authorized Person

Artist Rep or Artist

Title

Artist/Band Name (if applicable)

Company Name

Address

Address

Address

Address

Phone

Phone

Email

Email