

PRODUCTION CONTRACT

This Agreement, made and entered into on the _____ day of _____, 20____, by and between _____, (hereinafter referred to a "Producer") and _____, (hereinafter referred to as "Artist").

FOR, AND IN CONSIDERATION OF, the premises 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 (_____) so-called "master-demos" (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____. Production shall take place at _____ recording studio (s) in the city of _____, (unless otherwise agreed to by Producer and Artist). The budget for the Recordings shall be _____ (\$ _____) Dollars up to the point of Producing a two-track master tape to Artist's reasonable satisfaction.
2. In consideration for Producer's services hereunder, Artist 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 here under; or,
 - (c) _____ Dollars (\$ _____) per Recording produced by Producer hereunder; or,
 - (d) _____ Dollars (\$ _____) for the entire project produced by Producer hereunder; plus,
 - (e) If Producer's services include engineering services as well, the additional sum of _____ (\$ _____) Dollars per _____.
3. The Recordings shall remain the property of Producer until all monies due Producer by Artist are received by Producer.
4. Artist and or Producer may at anytime terminate production of Recordings.
5. In the event Artist or Producer terminate production of Recordings, Artist must pay Producer all monies owed ofr any and all work performed by Producer in accordance with Paragraph 2a through of this agreement.
6. To be binding and in full effect, termination by either party must be in writing, signed, dated, notarized, and delivered by party seeking termination.
7. Termination of production of recording shall not in any way alter, amend, or eliminate any rights Artist or Producer have to royalties, publishing, applicable credit for recording, producing, engineering, song ownership, or any other rights, privileges or benefits allowed by state or federal law.
8. 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 shall be obligated to engage Producer for the entire term of said contract with said record company.
9. In the event said record company or Artist wish to terminate production relationship with Producer, Artist must pay the sum of _____ (\$ _____) Dollars to terminate relationship.
10. In the event Producer is engaged to produce Artist's recordings for a record company, Producer shall be entitled to a pro-rata share of Artist's advance (based on Producer receiving a royalty of (_____ %) percent of suggested retail selling price) and a production fee of _____ (\$ _____) Dollars.
11. In the event Producer is not engaged to produce Artist's recordings for a record company, and one (1) or more of the Recordings (even though re-mixed or edited) is commercially released by record company, Producer shall be entitled to a pro-rata share of producer's 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 said record.

12. 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 an 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 If any paragraph or clause of this agreement is found to be unenforceable, the remaining clauses or paragraphs shall be unaffected and shall remain in full force and effect.

14. This agreement shall be governed by the laws of the state of _____ regarding contracts executed and wholly to be performed within said state. The prevailing party to any dispute relating to the terms of this agreement shall be entitled to reasonable attorney's fee's and costs incurred.

15. This agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs and personal representatives of Producer and Artist.

16. This agreement replaces and supercedes any and all prior negotiations, understandings and agreements between the parties herto, with respect to subject matter hereof.

17. This agreement may not be altered without the expressed written consent of all parties involved.

The signatures below confirm all parties involved understand this Agreement in full and feel it is fair and just.

Executed on the _____ day of _____ 20_____.

Producer