

## ARTIST(S)-RECORDING COMPANY CONTRACT

NAME(S) OF GROUP OR ARTISTS: \_\_\_\_\_

This agreement made and entered into on this hereinbelow date between the undersigned ARTIST and the undersigned COMPANY is as follows:

1. **EMPLOYMENT.** Company hereby engages and employs Artist's exclusive personal services and endeavors in connection with the production of sound recordings for an Original Period as shown in Exhibit A, commencing as of the below date: and Artist accepts the engagement and employment. Artist agrees to perform to the best of ability at rehearsals and at recording sessions conducted by Company at such times and places as Company directs to record the minimum number of selections provided in Exhibit A or more if requested by Company. Artist agrees to record and re-record each selection until a commercially satisfactory master results in Company's opinion.

2. **CONSIDERATION.** In full consideration of Artist's full performance of the terms, undertakings and provisions hereof, and for all rights granted by Artist to Company hereunder, and for all uses of such rights made or authorized by Company, Company will pay Artist the artist royalties at the specified rate applicable for performances recorded by Artist for Company in the respective 'recorded year'. Such royalties to be paid on selections recorded hereunder and sold by Company or labels leasing or buying Company's masters, whichever is applicable, throughout the world as finished CD/CASSETTEs, as stated in Exhibit A.

(a) **ADVANCE ROYALTIES** (if any) - and promotion costs (if any) incurred by Company in connection with the sale of CD/CASSETTEs for which Artist is entitled to receive a percentage royalty, shall be due to Company and deducted by Company from the royalties payable to Artist on all CD/CASSETTEs made by Artist for Company under this or other agreements.

(b) Company will render a statement to Artist, together with royalty remittance within sixty (60) days after January 1st and July 1st of each 'recording year', for the accrued royalties earned in the preceding January-June or July-December period, or portion thereof, as the case may be, less the amount of any unrecouped advances made by Company to or for Artist, less any bookkeeping credits due Company from Artist.

(c) Royalties on CD/CASSETTEs sold outside the United States will be computed in the national currency of the country elected, and will be payable only when monies have been received by Company in the United States at the dollar equivalent of the rate of exchange at the time Company receives payment.

3. **DEDUCTIONS FROM ROYALTIES.** Company will pay or get a label to pay all costs of recording (including cost of arranger, copyist, orchestration, conductor, musicians, background vocalists, a&r man, studio, tape, equalizing, editing, mastering, union and union associated pension and welfare funds, employer taxes based on salaries paid to the above designated personnel); and the following costs of production of album jackets: rough art, layout, fine art, photography, typography, color separation; and costs for promoting Artist's appearances on television shows; costs of a promotional man accompanying Artist on personal appearances; all said costs shall be charged against Artist's royalties. If Artist should fail to appear or be late in appearing at the time and place designated by Company, for recording hereunder, Artist agrees to pay to Company all costs, expenses and charges incurred or paid by Company by reason thereof. Any expenses which a label leasing or buying masters produced pursuant to this contract charges against royalties paid to Company may be charged by Company against Artist's royalties, if Company so desires.

4. EXCLUSIVE. Artist agrees to record exclusively for Company. Artist agrees that during the term hereof, including any periods of suspension, Artist will not perform for himself or for anyone else, firm or corporation other than Company, in connection with or for the purpose of making sound recordings. Artist agrees that Artist will not license or authorize any person, firm or corporation to use the name, likeness or any other identification of Artist in connection with any sound recordings made in violation hereof. The Company may, in its own name or in the name of the Artist, prevent any such use. Artist will not at any time make, distribute, sell, authorize or permit any person (i.e. firm, corporation), other than Company, to make, distribute, or sell CD/CASSETTE recordings (or devices for similar purposes) embodying any performance rendered by Artist during the term of this agreement. Artist will not, within five (5) years after the expiration or termination of the term hereof, make, perform, distribute, sell, or otherwise authorize or deal with CD/CASSETTE recordings (or devices for similar purposes) embodying any performances of any selection or composition recorded by Artist during the term of this agreement.

5. UNIQUENESS. Artist's performances hereunder, and the rights and privileges granted to Company by Artist hereunder, are of a special, unique, unusual, extraordinary, and intellectual character, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law and a breach by Artist of any of the provisions of this agreement will cause Company irreparable injury and damage. Artist expressly agrees that Company will be entitled to injunctive and other equitable relief to prevent a breach of this agreement or any portions thereof by Artist. Such relief shall be in addition to any other rights for damages or otherwise to prevent a breach of this agreement or any portion thereof by Artist and shall be applicable only to the making or the authorizing of the making of phonograph /CD/CASSETTE recordings. Company may at any time(s) guarantee in writing payments at the rate of \$6,000 or more per year for whatever lengths of time Company desires to.

6. EXTENSION. Should Artist, for any reason whatever, be unavailable or fail to make recording at such times as designated by the Company and mutually agreed to by Artist, as herein provided, the then current 'recording year', hereof, may be extended by Company for such period of time as shall elapse until Artist renders the required services for Company. Company shall have at least a ten-day (10) notice from Artist before Company is required to arrange for the Artist to make the recording for which Artist was unavailable or failed to make as aforesaid.

7. CHOICE. Selections to be recorded hereunder shall be chosen by Artist and Company. In the event Artist and Company cannot agree, Company shall have right to choose selection(s) it deems to be in best interest of Artist. Artist may submit material at all times.

8. INTERFERENCE. If the performance of Company's obligations under this agreement is delayed or becomes impossible or impracticable by reason of an act of God, fire, earthquake, labor strike disturbances, civil commotion, acts of government, government agencies or officers, any order, ruling or action of any labor union, or any association of artists, musicians, composers or employees, affecting Company or the industry in which it is engaged, or if Artist refuses to rehearse and record when reasonably requested by Company, Company may, upon notice to Artist, suspend its obligations under this agreement for the duration of such delay, impossibility or impracticability, as the case may be; a number of days equal to the total of all such days of suspension shall be added to the then current "recording year." However, Company, in any event, shall continue to make proper accounting and payment to Artist as provided in this agreement.

9. SURVIVAL OF RIGHTS, COMPANY'S RIGHTS, TITLES, INTEREST, OF PRIVILEGES (including, without limitation, those enumerated in paragraph 10) to, or in connection with any of the results of proceeds of Artist's services hereunder and any material supplied by Artist hereunder, shall outlive, continue after, and are not affected by the expiration or termination of this agreement.

10. ARTIST GRANTS. In consideration of the agreements undertaken by Company herein, Artist has given and granted, and does hereby give and grant to Company the following:

(a) Sole, exclusive, and perpetual right, directly or through authorized parties to manufacture, sell, lease, license or otherwise use or dispose of throughout the world or any part thereof, recordings, masters, tapes, etc., embodying the performances to be recorded hereunder, upon such terms and conditions as Company or authorized parties desire;

(b) Perpetual right to use, publish, and permit others to use and publish Artist's name, likeness, and biographical material for advertising and trade publicity purposes in connection with the sound record made hereunder. During the term of this agreement, Company may use or authorize the use of, as descriptive of the Artist, the phrase "COMPANY EXCLUSIVE ARTIST" or any similar designation;

(c) Sole, exclusive and perpetual ownership in, and all the rights, titles, and interests to the sound recordings made hereunder, including, but not limited to, the right to use and control all masters, matrices and records of other reproductions obtained from recordings made hereunder, and the performances embodied therein. The words, "sound records," "records," "phonograph records," and/or "CD/Cassettes," as used in this agreement mean any device now or hereafter known by which sound may be recorded for later transmission to listeners which is intended primarily for noncommercial usages as that phrase is understood in the phonograph record industry.

(d) Sole, exclusive, and perpetual right, if Company desires, to perform the records publicly, or to permit performances thereof by means of radio broadcasting, or otherwise; Sole, exclusive, and perpetual right to sell or authorize the sale of individual recordings or performances of Artist on singles and in albums, which may contain recordings of performances of other artists.

11. NOTICES. Should either party to this agreement desire to give notice to the other party hereto pursuant to the terms hereof, it is required that such notice be mailed by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below the signatures of the parties herein or at such address as each of the parties may designate in writing to the other from time to time. Statements or payments which Company may desire to give to Artist shall be acceptable if same are mailed by ordinary mail, postage prepaid, or by personal delivery. The date of mailing shall be deemed to be the date of such notices, statements, or payments.

12. ASSIGNMENT. Company may, at its election, assign this contract or any part thereof to any person, firm or corporation, provided that Artist's written consent is first obtained.

13. RESTRICTIONS. Artist represents and warrants that there are no agreements which prevent Artist from fulfilling all of the Artist's obligations hereunder, or which will impair the rights granted Company hereunder. Artist agrees that during the term of this agreement, Artist will not enter into any contract or commitment in violation of or inconsistent with the terms of this agreement or which may prevent or impair Company's full enjoyment of its rights to Artist's services, or of the right and privileges granted to Company by Artist hereunder. In the event Artist is restricted by previous contracts from performing certain songs, or is subject to other restrictions, Artist shall list them in an Exhibit F which Artist will attach to this agreement.

14. NEGOTIATIONS. This agreement is entire and all negotiations and understandings have been merged herein. Statements or representations which may have been made to Company by Artist or to Artist by Company, in the negotiation states of this contract may in some way be inconsistent with this final written contract. All such statements are hereby declared to be of no value only the written terms of this contract shall bind the parties. This contract may be modified or changed only by an instrument in writing executed by both Company and Artist.

15. OPTIONS. Artist hereby gives and grants Company the number of options designated in Exhibit A of this contract, each to renew this agreement for a period of one (1) year; said option periods to run consecutively beginning at the expiration of the original period, (or the preceding option period, as the case may be) upon all terms and conditions applicable to the original period. However, the changes in minimum selections and royalties shown in Exhibit A shall apply for each respective period. Each option shall be deemed automatically exercised by Company unless Company gives notice in writing to Artist that the option is not being exercised before the end of the then current recording year.

16. AFTRA. The following applies only if Artist is a member of AFTRA on the day of execution of this agreement. Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed to by all parties hereto:

- (a) They are bound by all the terms and provisions of the AFTRA Code of Fair Practice for Phonograph Recordings.
- (b) That should there be any inconsistency between this agreement and the said Code of Fair Practice, the said Code of Fair Practice shall prevail, but nothing in this provision shall affect terms, compensation and conditions provided in this agreement which are more favorable to members of AFTRA than the terms, compensation and conditions provided for in said Code of Fair Practice.
- (c) If the term of this agreement is of longer duration than the term of the said Code, then from and after the expiration date of the Code:
  - (i) The provisions of this agreement shall be deemed modified to conform to any agreements or modifications negotiated or agreed to in a renewal or extension of the Code;
  - (ii) While no code is in effect, the existence of this agreement shall not prevent the Artist, if then a member of AFTRA, from engaging in any strike or work stoppage without penalty by way of damage or other wise to the Artist. In the event Artist engages in such strike or stoppage, Company may suspend this agreement for the duration of the strike or time equal to the length of such strike or stoppage, which option must be exercised by written notice given to the Artist within thirty (30) days after the end of the strike or stoppage.

17.(a) NON-EXCLUSIVE-Original Cast Albums. Artist may record for another manufacturer, during terms of this agreement, only in such cases where he performs as a part of an original cast album, or original sound tract, from stage show or screen. Any single record from a stage show album, or screen sound tract, by Artist, can be released by another manufacturer only if Company gives special permission.

(b) NON-EXCLUSIVE- Recording. Notwithstanding anything to the contrary elsewhere in this agreement, Company and Artist may at recording sessions for other manufacturers play musical instruments as member of a band and sing as member of a vocal group if and only if Artist does not at any time play or sing a solo part or a featured part as member of a duet or trio. However, Artist may not authorize use of his name in any way, or manner, including label credit and publicity, without written permission of Company.

18. The "BASIC RATE-SINGLES" applies where Artist is the sole featured artist on both sides of the single record sold in the United States.

- (a) Where Artist is the featured artist on one of the two sides, Artist shall receive only fifty (50%) percent of the amount he would have received if he had been the featured artist on both sides.
- (b) Where Artist and another artist are both listed as featured artists singing a song, Artist shall receive only fifty (50%) percent of the amount he would have received if he had been the sole featured artist singing the song.

19. The "BASIC RATE-CD/CASSETTES" applies where Artist is the sole featured artist on all songs and there are twelve (12) songs on the CD/CASSETTE and the CD/CASSETTES are sold in the United States.

(a) Where Artist is the sole featured artist on less than all songs, and another artist is the sole featured artist on the remaining songs, Artist shall receive 1/12 of the "BASIC RATE-CD/CASSETTES" for each song on which he is the sole featured Artist. The 1/12 applies where the CD/CASSETTE has twelve selections. If there are more or fewer than 12 selections, the denominator of the fraction shall be the number of selections on the CD/CASSETTE, and the numerator of the fraction shall be the number of songs on which Artist is the sole featured artist.

(b) Where Artist and another artist are both listed as featured artists singing a song, Artist shall receive only fifty (50%) percent of the amount he would have received if he had been the sole featured artist singing the song.

(c) Only in the event Artist is paid by so many cents per CD/CASSETTE, and not by percentages of retail price, does the following sentence constitute part of the contract:

Where the CD/CASSETTE contains less than twelve (12) songs, Artist shall be paid pro-rate. (For example, for an EP containing four (4) songs, Artist will be paid 4/12 of the CD/CASSETTE rate.)

## 20. VARIATIONS.

(a) Where CD/CASSETTES made from masters leased by Company are sold outside of the United States (50 States), Artist shall receive fifty (50%) percent of the amount he would have received if the record had been sold in the United States.

(b) Where CD/CASSETTES pressed for Company are sold outside of the United States (50 States) by Company, Artist shall receive fifty (50%) percent of the amount he would have received if the record had been sold in the United States.

(c) In the event Company sells records for scrap or at scrap prices (15¢ or less per single, 20¢ or less per EP, 50¢ or less per CD/CASSETTE) no royalties need be paid by Company to Artist on such records.

(d) On records which embody performances hereunder sold through so called "record clubs," so-called "mail order organizations," premiums or tie-ins, the royalty provisions of the respective selection(s) of this contract but no more than two and a half percent of the BASIC RATE. Company has the right to offer as give-away such of the records hereunder as "bonus" or "free" recordings as Company may desire.

(e) It is customary at this time for companies to send so-called "free" records to distributors, alone or together with "sold" records. Only so called "sold" records shall be counted as records "sold and paid for" on which royalties need be paid.

(f) In the event Company receives any monies from parties buying or leasing masters made hereunder, and no other provisions of this contract covers Artist's being entitled to a share of such monies, then the following shall apply: Artist shall be paid one-fourth of the amount received by Company.

(g) Artist consents to Company leasing or selling masters made pursuant to this contract, and agrees that Artist shall be paid by Company only on those records for which Company has been paid.

(h) Where the Company leases its masters to a record company, then the base on which royalty rates are paid shall be the base used by the record company which leases the masters, and shall not be the base mentioned in Exhibit "A."

21. "SOLD." Records shall be considered "sold" only when Company has been paid for them, less records returned to Company after they have been paid for.

22. SHARING. Notwithstanding anything to the contrary elsewhere in this contract, Company can: couple sides on singles with another artist; place songs on CD/CASSETTES and EPs with songs of other artists; require Artist to share featured billing and/or royalties as featured artist with another artist.

23. WAIVER. Failure to make timely payment to AFTRA scale shall not be such a breach as to permit Artist to terminate contract.

24. EXTRAS. Artist and Company agree that at such times as both desire, Company may hire Artist to sing at recording sessions featuring other artist(s).

(a) In the event Artist receives no billing on the completed record labels, Artist shall be paid only what is agreed upon at the session, and shall receive no royalties.

(b) In the event Artist receives billing in smaller size than that of featured artist on the record in such a manner as is given to supporting orchestras and supporting vocal groups who are supporting featured Artist, then Artist shall receive a royalty rate of one-half percent (1/2%) of ninety percent (90%) of (retail price less excise tax) on singles sold in the U.S. per selection where Artist is given such billing.

25. INTERPRETATION. In this contract, whenever the context requires to conform to the facts, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

26. AUDITS. It is further agreed and understood that Artist shall have the right to examine the books and records of Company, individually or by representative, insofar as such books and records concern Artist, at all reasonable times during normal business hours, for purposes of verifying the accuracy of any transaction or entry relating to this agreement.

EXHIBIT "A"

	<u>MINIMUM NO.</u>		<u>BASIC RATE *</u>
<u>27 RECORDING PERIODS</u>	<u>OF SELECTIONS</u>	<u>SINGLES</u>	<u>CD/CASSETTEs &amp; EPs</u>

Original One-Year Period:

1st Option Period :  
2nd Option Period :  
3rd Option Period :  
4th Option Period :  
5th Option Period :  
6th Option Period :

\*BASIC RATE. Percentage times 90% of Net Records sold and for which Company has been paid times (Retail price less any sales tax less any excise tax for singles; or 80% of retail price less any sales tax less any excise tax for CD/CASSETTEs and EPs).

28. NAME. Company may determine whether it wishes to release records sung by Artist under Artist's own legal name or professional name now used or which may be used in the future, or under a name(s) selected by Company. Company may release none or some CD/CASSETTEs under one name, and none or some CD/CASSETTEs under other name(s). Company may at its option authorize Artist to use such fictitious name(s) for limited periods of time for non-recording purposes. Artist agrees to not use any such fictitious name(s) except with the express permission of Company, and Artist agrees not to use such fictitious name(s) after termination of this agreement. Artist and Company agree that all fictitious names selected by Company shall belong exclusively to Company. Artist now has the following professional name(s): \_\_\_\_\_

29. ADVICE. Artist and Company each declares that EACH HAS HAD THE OPPORTUNITY BEFORE SIGNING THIS CONTRACT TO READ THIS CONTRACT CAREFULLY AND TO DISCUSS THE EXACT PROVISIONS OF THIS CONTRACT WITH ADVISORS WHO UNDERSTAND THE RECORD INDUSTRY GENERALLY, AND THIS TYPE OF RECORDING CONTRACT SPECIFICALLY.

30. DATE: This agreement is effective as of: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ARTIST: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Social Security No: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNER's Capacity:

ARTIST: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Social Security No: \_\_\_\_\_

#### EXHIBIT "G" - FOR GROUPS

1. FORM CONTRACT. The form contract, including exhibits, if any, has been prepared for use primarily where the ARTIST is a single person.

2. PURPOSE. The purpose of this exhibit "G" is to set forth some provisions which are applicable in this instance because the ARTIST is composed of more than one person.

3. EACH PERSON BOUND. Each such person shall be bound by every provision of the entire contract, and shall hereinafter be referred to as MEMBER OF THE GROUP, or as MEMBER.

4. ROYALTY DIVIDING. The royalties payable to ARTIST are the total royalties to be paid by COMPANY. COMPANY shall pay each MEMBER the following share of total royalties:

a. If there are two (2) members of a group, each member gets 1/2 of the royalties.

b. If there are three (3) members of a group, each member gets 1/3 of the royalties.

c. If there are four (4) members of a group, each member gets 1/4 of the royalties, etc.

5. SHARES. COMPANY may at its discretion record less than all members of the group. Where such song(s) is released under the group name, then all members constituting the group on the day of the recording shall share in the royalties, whether or not all members took part in the recording session. However, where such song is not released under the group name, then such song shall not apply to be counted toward the "minimum number of selections" to be recorded by COMPANY during each recording period, and only such MEMBERS who took actual part at the recording session shall share in the royalties.

a. EXAMPLE. For example, a group consists of two members. COMPANY records only one on a song, but releases the song in the name of the group. Each MEMBER is entitled to one-half of the royalties.

b. EXAMPLE. For another example, a group consists of two members. COMPANY records only one on a song, and releases the song under a name other than a name already used by the group or under which the record company releases group songs. Then only the member who actually recorded the song is entitled to royalties payable by COMPANY, and his share is 100% of the royalties payable.

6. BACKGROUND. Where one or more members of the group are hired as background vocalists or musicians, and the record label gives supporting credit to another Artist, then no royalties shall be paid to such members.

7. DISPUTES. In the event of any royalty disputes whatsoever involving incoming, outgoing, current, former, future members of the group, COMPANY may at its discretion make or withhold royalty payments from the date COMPANY is notified of such dispute until the date COMPANY receives written notice signed by all concerned that the dispute has been settled. The royalties withheld shall be paid into a bank account set up by COMPANY in the City of \_\_\_\_\_, or shall be paid into Court, at the discretion of COMPANY.

8. MEMBERSHIP. Membership in the group may not be changed without prior COMPANY approval. COMPANY may withhold approval at its sole and arbitrary discretion, and hereby notifies all concerned that it will probably withhold approval unless artistically satisfied that the change will not change the group sound, and outgoing members have made agreements concerning royalties, and incoming members have made agreements concerning this contract, and such agreements are agreeable to COMPANY.

9. TERMINATION. In the event that membership in the group is changed without prior approval of COMPANY, COMPANY may attempt to make adjustments caused by the change, or COMPANY may terminate this agreement.

In the event COMPANY terminates this agreement, COMPANY may then sign one or more agreements with one or more members of the group or persons not members of the group at the time of termination. COMPANY may make agreements with some, and fail to make agreements with other persons constituting the group at the time of termination.

One of the purposes of this paragraph concerning termination of this agreement and the signing of another agreement (which may be identical to or different from this agreement) is to enable COMPANY and members concerned to continue working together without the fear of possible disputes concerning royalties.

10. CONTINUED ROYALTIES. Unless a later agreement provides to the contrary, if COMPANY approved the member's leaving the group, the member shall continue to receive his share of royalties on masters cut before the member ceased to belong to the group and on which he was entitled to receive royalties.

11. PRE-MEMBERSHIP MASTERS. Unless a later agreement provides to the contrary, a new member shall not be entitled to share royalties on songs cut before the member belonged to the group, even though the first record release of such song may have been after such new member joined the group.

12. DISPUTE. In the event there is a dispute as to when a record was cut, the decision of the record company shall be final. It is anticipated that disputes may arise in the event the song was cut at more than one session.

13. SHARES. The share of each member of the group shall be equal to the share of each other member on each specific record among the members of the group entitled to share royalties on the specific record. This shall be so even though the role of one (such as leader, or soloist, etc.) may have been far more important than the share of another member.

14. GROUP NAME. Each ARTIST hereby assigns any and all rights he may have in the group name to COMPANY. Each ARTIST agrees that he will not in any way use the group name after he is no longer with the group. Each ARTIST acknowledges that the fictitious name belongs to COMPANY.

READ AND AGREED TO AND SIGNED AT THE SAME TIME AND PLACE THAT EACH RESPECTIVE PARTY SIGNED THE OTHER PORTIONS OF THIS CONTRACT.

COMPANY:

BY: \_\_\_\_\_

ARTIST (S) \_\_\_\_\_

MEMBERS OF THE GROUP:

Names \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Addresses (City, State, & Zips) \_\_\_\_\_ Telephones \_\_\_\_\_ SSI#'s

\_\_\_\_\_

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