

TALENT - RECORD COMPANY CONTRACT

Date: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

1. This is an agreement between the undersigned TALENT and the undersigned RECORD COMPANY (hereinafter referred to as RC).

2. This agreement concerns the following sides:

SONG: \_\_\_\_\_

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

SONG: \_\_\_\_\_

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

3. RC promises to pay to TALENT:

(a) Per record containing both sides sold and paid for in the United States

i. Cents (if in cents): \_\_\_\_\_ or

ii. Percentage of retail price less excise tax (if in percentage): \_\_\_\_\_

(b) One-half of both sides rate on records using only one side.

(c) Pro-rata rate based on the number of songs on the \_\_\_\_\_ using some songs not covered by this agreement IF the rate is in percentages. Same number of cents per IF the rate is in cents.

(d) One-half the United States rate for outside United States records.

(e) "Reasonable rate" as determined by American Arbitration Association governed arbitration for exploitation not covered by 3(a) to (d).

These payments shall be in addition to any payments made to TALENT at or about the time of the session because of AFM or AFTRA regulations.

4. Cross out one and initial at the right side of this page:

(a) TALENT has already completed the work desired by RC.

(b) TALENT promises to complete the work in accordance with RC wishes, and RC promises to immediately notify TALENT in writing in the event RC believes that TALENT is not complying with this promise.

5. In the event the parties agree on the label credit to be given to TALENT, the label credit is set forth here:

6. RC shall both render statements showing in detail the rate(s) at which RC is paying TALENT and the number of records at each rate and render payment for each calendar half no later than 60 days after the end of each January-June period and July-December period. RC shall pay interest at the legal rate from the beginning of the 61st day on all principal due on said 60th day.

7. RC promises to cooperate fully at any time TALENT desires to have a representative audit the books or desires to audit the books himself. "Books" shall include any and all papers, statements, checks and books.

IN WITNESS WHEREOF we have entered into this contract as of the above date.

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

TALENT: \_\_\_\_\_