

OFFICIAL RECORDING AGREEMENT

Effective Date: November 20, 2025

Parties:

- **Label:** Black Dog Elvis Records | BDERCo, Ltd.
 - **Artist:** Took Aevy
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1. Purpose

This Agreement sets forth the terms under which Artist will exclusively record sound recordings for commercial release by Label, and under which Label will own and exploit the resulting master recordings.

2. Term; Recording Commitment

1. **Term:** The term of this Agreement commences on **November 20, 2025** and continues until Artist has delivered and Label has accepted **five (5) full-length studio albums** ("Albums").
 2. **Album Deliverables:** Each Album shall have a **minimum total runtime of 20 minutes**, or such other length as approved in writing by Label.
 3. **Delivery Schedule:** Each Album shall be delivered within **12–18 months** of the prior Album release, unless extended in writing.
 4. **Exclusivity:** Artist will record exclusively for Label and shall not provide Masters to third parties without written consent.
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3. Ownership of Masters

1. **Masters Owned by Label:** All Masters created during the Term are **works made for hire**; if not legally a work made for hire, Artist irrevocably assigns all rights to Label **in perpetuity**, including all copyrights.
 2. **Composition & Publishing Rights:** Artist retains **100% of composition and publishing rights**. Label has no claim to songwriting, publishing, or performance royalties outside Master exploitation.
 3. **Exploitation Rights:** Label may commercially exploit Masters worldwide without limitation, subject to Artist credit requirements.
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4. Advances, Budgets & Recoupment

1. **Advances:** Label may provide recording advances per Album; advances are **recoupable solely from Artist royalties**.
 2. **Recording Budgets:** Budgets must be mutually agreed.
 3. **Recoupment:** Label recoups advances, approved recording, marketing, and promotion expenses from Artist royalties only.
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5. Royalties

1. **Royalty Rate:** Artist shall receive **40% of Net Revenue** derived from exploitation of the Masters.
 2. **Accounting:** Semi-annual statements shall accompany royalty payments; Artist may audit Label records with reasonable notice.
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6. Creative Control

Artist retains creative authority over compositions and songwriting. Label retains final approval of release schedule, marketing, and promotional campaigns, considering Artist input in good faith.

7. Delivery Requirements

Masters must be delivered in professional industry-standard formats, including WAV 24-bit or higher, stems, and required metadata. Artwork drafts and all necessary clearances must accompany the Masters.

8. Marketing, Promotion & Promotional Participation

1. **Marketing & Promotion:** Label may create and distribute promotional content (videos, press releases, social campaigns) for the Masters.
 2. **Mandatory Promotional Participation:** Artist **agrees to reasonably participate** in promotional activities organized by Label, including but not limited to:
 - Press interviews
 - Social media campaigns
 - Video shoots
 - Album release events or showcases
 - Any public appearances directly related to the promotion of the Masters
 3. **Scheduling:** Label shall provide **reasonable notice** of promotional events. Artist agrees to coordinate schedules in good faith.
 4. **Failure to Participate:** Repeated or unjustified failure by Artist to participate in promotional activities may be deemed a **material breach** of this Agreement.
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9. Name, Image & Likeness License

Artist grants Label a **non-exclusive license** to use Artist's approved name, image, likeness, biography, and branding solely for promoting and exploiting the Masters. This license does not affect composition or publishing rights.

10. Representations & Warranties

Artist warrants:

- All compositions are original and do not infringe third-party rights.
- Artist is not bound by conflicting agreements.
- No uncleared samples are used.

Label warrants:

- It is authorized to enter this Agreement and will account accurately.
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11. Reversion & Release Requests

1. **Masters Non-Reverting:** Ownership of Masters remains with Label in perpetuity.
 2. **Early Release Requests:** After the third Album, Artist may request release; Label is not obligated but will consider in good faith.
 3. **Delay in Release:** If Label fails to release an Album within nine (9) months, Artist may request reversion of that Album only.
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12. Indemnification

Each Party shall indemnify, defend, and hold harmless the other from claims, damages, or liabilities arising from breaches of this Agreement.

13. Limitation of Liability

Neither Party shall be liable for consequential, incidental, or punitive damages arising under this Agreement.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Virginia, United States of America**, without regard to conflict-of-law principles.

15. Entire Agreement; Amendments

This Agreement constitutes the entire understanding of the Parties. Amendments must be in writing and signed by both Parties

✱. Signatures

LABEL:

Black Dog Elvis Records | BDERCo, Ltd.

Signature: _____

Name/Title: _____

Date: _____

ARTIST:

Took Aevy

Signature: _____

Name of Representative for Took Aevy

Date: _____