

ENGAGEMENT LETTER

BUSINESS FOUNDATION SERVICES FOR INDEPENDENT ARTISTS

Date: [Date]

To: [Artist Name]

Address: [Artist Address]

Email: [Artist Email]

Phone: [Artist Phone]

From: HLPFL Co LLC

Address: [HLPFL Address]

Email: [HLPFL Email]

Phone: [HLPFL Phone]

Attention: [Contact Person]

Dear [Artist Name],

Thank you for considering HLPFL Co LLC ("HLPFL") to provide business foundation services for your music career. This Engagement Letter ("Letter") sets forth the terms and conditions of our engagement and the services we will provide to you ("Artist").

1. SERVICES TO BE PROVIDED

HLPFL agrees to provide the following business foundation services (the "Services"):

1.1 LLC Formation and Registration

- Preparation and filing of Articles of Organization for a Wyoming Limited Liability Company (LLC) on your behalf;
- Selection and reservation of an available company name;
- Preparation of initial organizational documents;

- Obtaining a Federal Employer Identification Number (EIN) from the IRS;
- Filing of initial state reports and registrations as required;

1.2 Operating Agreement Drafting

- Customized Operating Agreement tailored to your specific needs as an independent artist;
- Provisions protecting your masters, production rights, name and likeness, and tour income;
- Buy-sell provisions and partner exit mechanisms if applicable;
- Fiduciary duty provisions and management structure;
- Distribution and profit allocation provisions;

1.3 Legal Protection and Compliance

- Review and guidance on copyright registration for your musical works;
- Assistance with trademark registration for your artist name and brand (if applicable);
- Guidance on proper contractual arrangements with producers, collaborators, and other industry professionals;
- Review of standard music industry agreements;
- Ongoing compliance support for Wyoming LLC requirements;

1.4 Business Foundation Advisory

- Guidance on proper business record-keeping and accounting practices;
- Assistance with setting up business banking relationships;
- Guidance on tax considerations for independent artists;
- Recommendations for insurance and other risk management strategies;
- Strategic advice on building a sustainable music business;

1.5 Platform Integration Support

- Assistance with integrating your new LLC with HLPFL's artist platform;
- Guidance on connecting your business entity to distribution, marketing, and management tools;

2. SCOPE OF ENGAGEMENT

2.1 Limited Scope

This engagement is limited to the Services specifically described in Section 1. HLPFL is not engaged to provide legal advice beyond the scope of the Services, and nothing in this Letter shall be construed as creating an attorney-client relationship. For complex legal matters, we recommend that you consult with qualified legal counsel.

2.2 No Guarantees

HLPFL makes no guarantees or warranties regarding the success of your music career, the acceptance of your filings by government authorities, or the outcome of any business or legal matters.

2.3 Independent Contractor Relationship

HLPFL is an independent contractor and not your employee, agent, or partner.

3. FEES AND PAYMENT TERMS

3.1 Service Fees

You agree to pay HLPFL the following fees for the Services:

- **LLC Formation Package:** \$[Amount]
- **Operating Agreement Only:** \$[Amount]
- **Hourly Advisory Services:** \$[Amount] per hour
- **Additional Services:** As quoted in writing

3.2 Government Filing Fees

All government filing fees are your responsibility and are not included in HLPFL's service fees.

3.3 Payment Schedule

- **Retainer:** \$[Amount] due upon signing this Letter (non-refundable)
- **Progress Payment:** \$[Amount] due upon completion of LLC formation
- **Final Payment:** \$[Amount] due upon delivery of Operating Agreement
- **Government Fees:** Reimbursed as incurred

3.4 Payment Method

Payments shall be made to HLPFL Co LLC via [bank transfer/credit card/other method].

3.5 Late Payment

If any payment is more than ten (10) days late, HLPFL may suspend Services until payment is received.

4. CLIENT RESPONSIBILITIES

4.1 Information and Cooperation

You agree to provide all necessary information, documents, and signatures in a timely manner.

4.2 Accuracy of Information

You represent and warrant that all information you provide to HLPFL is accurate and complete.

4.3 Business Decisions

All business decisions remain your sole responsibility.

5. CONFIDENTIALITY

5.1 Confidential Information

"Confidential Information" means all non-public information relating to your business, including financial information, business plans, creative works, and personal information.

5.2 Protection of Confidential Information

HLPFL agrees to maintain the confidentiality of all Confidential Information and to use such information only for purposes of providing the Services.

5.3 Exceptions

The obligations of confidentiality shall not apply to information that is or becomes generally available to the public other than as a result of a disclosure by HLPFL.

6. DATA COLLECTION AND PRIVACY

6.1 No Data Collection Policy

HLPFL does not collect, store, or use your personal or business data for any purpose other than providing the Services to you. We do not sell or share your data with third parties for marketing or advertising purposes.

6.2 Third-Party Platforms

HLPFL may need to share certain information with government agencies as required for LLC formation and compliance.

7. INTELLECTUAL PROPERTY

7.1 Your Intellectual Property

You retain all rights, title, and interest in your creative works, including but not limited to your music, lyrics, recordings, name, likeness, and brand.

7.2 HLPFL Materials

All materials, documents, templates, and intellectual property created or provided by HLPFL in connection with the Services remain the property of HLPFL.

8. TERM AND TERMINATION

8.1 Term

This Letter shall commence on the Effective Date and shall continue until completion of the Services.

8.2 Termination by You

You may terminate this engagement at any time by providing written notice to HLPFL.

8.3 Termination by HLPFL

HLPFL may terminate this engagement at any time by providing written notice to you.

8.4 Survival

The provisions of Sections 5 (Confidentiality), 6 (Data Collection and Privacy), and 7 (Intellectual Property) shall survive termination.

9. LIMITATION OF LIABILITY

9.1 Disclaimer of Warranties

HLPFL provides the Services "AS IS" and makes no warranties, express or implied.

9.2 Limitation of Liability

To the maximum extent permitted by law, HLPFL's total liability to you for any claims shall not exceed the total fees paid by you under this Letter.

9.3 Exclusion of Consequential Damages

In no event shall HLPFL be liable for any indirect, incidental, special, consequential, or punitive damages.

10. GENERAL PROVISIONS

10.1 Independent Legal Advice

HLPFL strongly recommends that you consult with independent legal counsel regarding your business formation, contractual arrangements, and other legal matters.

10.2 Governing Law

This Letter shall be governed by and construed in accordance with the laws of the State of Wyoming.

10.3 Entire Agreement

This Letter constitutes the entire agreement between HLPFL and Artist.

10.4 Amendments

This Letter may be amended only by a written instrument signed by both parties.

10.5 Severability

If any provision of this Letter is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.6 Binding Effect

This Letter shall be binding upon and inure to the benefit of the parties.

10.7 Notices

All notices under this Letter shall be in writing and shall be deemed properly given if delivered personally, sent by certified mail, or sent by email with confirmation of receipt.

10.8 Counterparts

This Letter may be executed in counterparts.

11. ACCEPTANCE

By signing below, you acknowledge that you have read, understood, and agree to the terms and conditions set forth in this Engagement Letter.

ARTIST:

Artist Name: _____

Signature: _____

Print Name: _____

Date: _____

HLPFL CO LLC:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

SERVICE PACKAGE DETAILS

LLC Formation Package Includes:

- Articles of Organization filing
- EIN application and assignment
- Customized Operating Agreement
- Initial organizational resolutions
- Registered agent designation (first year)

- Initial report filing
 - 30 minutes of consultation
-

EXHIBIT B

FEE SCHEDULE

Service	Fee	Timeline
LLC Formation Package	[\$Amount]	7-10 business days
Operating Agreement Only	[\$Amount]	3-5 business days
EIN Application	[\$Amount]	1-2 business days
Hourly Advisory Services	[\$Amount]/hour	As needed
Government Filing Fees	Variable	As incurred

DISCLOSURES

Important Disclosures for Independent Artists

1. **Legal Services Limitation:** HLPFL provides business formation and foundation services but is not a law firm. For complex legal matters, litigation, or specialized legal advice, please consult with a qualified attorney.
2. **Tax Implications:** LLC formation and business operations have tax implications. HLPFL strongly recommends consulting with a qualified tax professional regarding your specific situation.
3. **Copyright and Trademark:** HLPFL can assist with copyright and trademark registration processes, but cannot guarantee approval by the USPTO or Copyright Office.
4. **Business Success:** HLPFL provides tools and foundation services but cannot guarantee business success.
5. **Ongoing Compliance:** Wyoming LLCs have ongoing compliance requirements,

including annual reports and franchise taxes.

6. **Insurance:** HLPFL recommends obtaining appropriate business insurance.
7. **Contractual Relationships:** HLPFL provides guidance on industry contracts but cannot negotiate on your behalf.
8. **Platform Integration:** HLPFL's platform provides tools and connections to third-party services.
9. **Data Security:** While HLPFL implements reasonable security measures, no system is completely secure.
10. **Changes to Services:** HLPFL reserves the right to modify its services and fees with notice to clients.

THANK YOU FOR CHOOSING HLPFL CO LLC

Tools, Not Contracts. Independence, Not Ownership.

<https://hlpfl.org>