icon1.tif

**Effective Date**:

**Artist Legal Name/Alias**: ${real\_name} / ${artist\_name}

**Artist Address:** ${address}

**Record Label:** Magic Records

**Record Label Address:** 11 East Broadway, New York, NY 10010

We would like to offer you the following deal.

**1. Type of Deal**

You hereby assign to us, the following master recording(s), which shall be subject to the terms and conditions of this agreement:

${deal\_type}

(And all known remixes & Variations.)

**2. Artist(s)/Label Share Splits (Masters Only)**

Artist(s)/Label Share of the recordings agreed to be split as follows:

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**2A: Original Master & Publishing Song Ownership Splits**

Master:

${master\_split}

Publishing:

${publishing\_split}

**3. Territory**

World Wide

**4. Term & Exploitation Period**

The Term (period) of this Agreement shall be indefinite. Label shall acquire the exclusive right to use and exploit the Master in the Territory as set forth herein during the Exploitation Period, which starts on the date of the release of the master to the general public in a commercial way and lasts for the duration of the Term (period).

**5. Grant of Rights**

Artist hereby grants the Label an exclusive copyright ownership to the songs shown in *[1. Type of Deal]*, in the Territory during the term to manufacture, sell, distribute, market, publicly perform and otherwise exploit the Masters in all manner and media now in existence or hereinafter devised, including without limitation via digital transmissions, physical singles, albums, or audio-visual records.Label’s exclusive rights, include, without limitation, the right to itself or via a third party:

1. the exclusive right to manufacture, distribute, lease and sell in the Territory Records derived from the Masters in any and all formats;
2. the exclusive right to advertise, promote and market such Records in the Territory;
3. the exclusive right to publicly perform and broadcast, and to authorize others to publicly perform and broadcast, the Masters in the Territory;
4. the exclusive right to synchronize, and to authorize others to synchronize, the Masters with motion pictures, television programs and other audiovisual works which are produced in the Territory for exploitation throughout the world (each, a “Master Use License”).
5. the exclusive right to distribute and sell Records derived from the Masters by means of digital transmission or so-called “electronic transmission”; and
6. the exclusive right to couple, and to authorize others to couple, the Masters with masters by other artists for inclusion so-called ‘compilation’ records, including without limitation, consumer compilation Records, promotional Records, non-retail jukebox compilations, sampler-type Records and programs for us on public transportation carriers and facilities (each a “Compilation Record”).
7. the exclusive right to distribute and exploit the Masters on so-called streaming services and or websites such as but not limited to www.youtube.com, www.soundcloud.com, www.spotify.com, www.pandora.com in the Territory.
8. the exclusive right to license the Masters alone or in conjunction with other master recordings for use on podcasts.
9. Label shall have the right, in the Territory during the License Period and the Sell-Off Period, to use, and authorize others to use: the names, approved likenesses, approved photographs and approved biographies of Artist and each other person performing in or rendering services in connection with Masters in the form approved by the Artist, solely for the purpose of advertising, promoting and marketing the Masters and for general goodwill advertising for the benefit of Label’s music business activities provided that no such shall directly endorse the goods or services of a third party. Artist’s approval shall only be required once per photo, image or bio to be used and shall be deemed given if no response to the contrary is provided by Artist within five (5) business days of Label’s approval request.
10. Label shall have the right, in the Territory during the License Period and the Sell-Off Period, to use, and authorize others to use, any artwork created by or on behalf of Artist for use on the packaging of and in connection with any Records embodying one or more of the Masters.
11. Label shall, with the prior written consent of Artist in each case, have the exclusive right, in the Territory during the License Period, to ‘re-mix’ (as such term is commonly understood in the music industry) the Masters and to combine the Masters (or any part thereof) (or any one of them) and to authorize others to do so (each such re-mixed Master a “**Remix**”). In the event that a Remix is created hereunder, such Remix shall be deemed to be a ‘Master’ hereunder and subject to the terms hereof.
12. Artist agrees that Artist shall not record, re-record, use, exploit or release for commercial sale, broadcast or communication in the Territory any Master and/or any Composition (in whole or in part) that is embodied in a Master delivered under this Agreement during the License Period.
13. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that Label shall continue to have the right in perpetuity to distribute, and to authorize others to distribute, worldwide in all media now or hereafter known, any and all Compilation Records created hereunder prior to the expiry of the License Period and to receive revenues in respect thereof provided that Artist receives the applicable Royalty associated therewith.
14. Label shall have the non-exclusive right (together with Artist) to create and/or commission the creation of artwork for use in connection with the Masters and Records derived therefrom. Label shall be under no obligation to make use of artwork supplied by Artist hereunder. Label shall not make use of any artwork created by Label hereunder without the prior approval of Artist, which approval shall not be unreasonably withheld and shall be conveyed to Label within five (5) business days of Label’s request therefore; failing which Artist shall be deemed to have approved of such artwork.
15. For the avoidance of doubt, the Artist shall be granted the right to host the Master on the Artist’s owned social channels and across such websites which the Artist directly owns. If and to the extent that Artist directly receives any income from the exploitation of any Records, Artist shall immediately turn over to Label all income derived therefrom for accounting and, if applicable, payment of Royalties hereunder.

**6. Rights Clearance**

Artist(s) transfer(s) rights to audio recordings, materials and documents. All content supplied by Artist(s) will henceforth be referred as “content”. In this Agreement, Artist(s) guarantee(s) to the Label that Artist(s) have undertaken rights clearance and dispose of the rights to the content in the scope of the granting rights (“Contractual Rights”).Artist has obtained all waivers, clearances and consents necessary for Magic Records to exploit and utilize Recordings in any way; Artist hereby confirms that any 3rd party samples contained in Recordings have been cleared by Artist. Furthermore, Artist hereby agrees to fully indemnify Magic Records, and agents and licensees assigned by Magic Records, in the event of any breach of any warranties contained in this Agreement, including any infringement claims.

**7**. **Royalties & Advances**

Company will pay royalty splits listed in *(2. Artist(s)/Label Share Splits) of* its **net profits** from its exploitation of recording(s) in any format (Streaming Services, Downloads from Stores, Synchronization Licenses, etc) excluding advertisement revenue from *[9. Social Media Agreement]*

No advances are set unless specified beforehand

**8. Accounting & Taxes**

The Royalty shall be calculated every month on the 15th through Stem Music Distribution. Artist will create their own Stem Music account and receive statements every month for their royalties. The statement will show all the breakdowns of the artist’s earnings. Artist may withdraw after earnings $50 on their account.

Artist(s) is (are) responsible for his (their) own tax and insurance law issues. He (they) has (have) to pay the taxes and social security contributions payable from contractual revenue.

**9. Social Media Agreement**

You provide to Magic Records/Music, specifically the owners of the account [www.soundcloud.com/MagicRecord](http://www.soundcloud.com/MagicRecord), [www.youtube.com/c/magicmusicgroup](https://www.youtube.com/c/magicmusicgroup), [www.facebook.com/magicmusicsquad](http://www.facebook.com/magicmusicsquad) a perpetual permission, right, consent, and license worldwide to host, publicly broadcast, stream, claim, monetize, and promote the tracks covered by this agreement, on the aforementioned SoundCloud, YouTube and Facebook account.

**10. Release**

Within 1 year from delivery and acceptance of the recording(s). Artist may terminate agreement if recording(s) remain unreleased.

The initial release of the recording(s) will be on the label “Magic Records” but Artist acknowledges and agrees that Magic Records Ltd shall have the right to release the recording(s) (or any remixes or alternative versions thereof) on any of Magic Records Ltd’s other labels following the initial release.

**11. Publishing - LD Media LLC**

The Publisher is company who specializes in licensing musical works and compositions predominately to film and TV production companies for use within their production; as well as administering and collecting royalties and all services customarily rendered by a publisher in the music industry; and The Publisher wishes to have the benefit of the non-exclusive services of the Writer as a writer and/or composer of musical works as listed in *2A* of this Agreement.

The Writer is the owner and authorized administrator of musical compositions and the Writer wishes to assign to the Publisher copyright and other ancillary rights and licenses vested in designated musical compositions pursuant to the terms of this agreement and is entitled to do so.

**NOW IT IS HEREBY AGREED** as follows:

**11A. Composition Splits (Writer/Publisher)**

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**11B. Territory**

Worldwide

**11C. Term & Exploitation Period**

The Term (period) of this Agreement shall be indefinite. Publisher shall acquire the exclusive right to use and exploit the Composition in the Territory as set forth herein during the Exploitation Period, which starts on the date of the release of the composition to the general public in a commercial way and lasts for the duration of the Term (period).

**11D. LICENSE OF RIGHTS:**

* 1. The Publisher shall be exclusively entitled to administer all Compositions on the terms hereof for the Rights Period throughout the Territory.
  2. The Writer hereby transfer solely and exclusively to the Publisher for the Rights Period all title and copyright and similar rights in the Territory in the Compositions and acknowledges and agrees that the Publisher shall subject to the terms hereof be exclusively entitled in the Territory to collect all monies earned there from (other than the so called “writers share” of public performance income if such rights have been granted to any performing rights society) during the Rights Period. This Agreement shall be regarded as a certificate for the purposes of the Performing Right Society’s Rule1 (o). In the event that any licensee of Publisher requires an assignment of the rights hereunder from Publisher then Writer shall grant such further rights as shall be reasonably required by Publisher.
  3. The Publisher shall have the right to make available to third parties, via digital transmissions or physical means, copies of the Sound Recordings embodying the Compositions for the purposes of allowing third parties the opportunity to preview and audition the Compositions;
  4. The Publisher shall have the right to broadcast or rebroadcast the Compositions by means of radio or television and by any other means whatsoever, including broadcasts transmitted from transmitters situated in the Territory wherever the same may be received, and to transmit the Compositions to subscribers to a diffusion service by any means whatsoever, whether with or without visual images, and to exploit the same subject always to the terms of any blanket industry agreements from time to time in force in the Territory insofar as applicable;
  5. The Publisher shall have the exclusive right to grant worldwide perpetual or limited licenses in respect of any audio visual production originating in the Territory to third parties to reproduce and exploit the Compositions by means of synchronization with any cinematograph film, advertisement, television film or production, videocassette or disc or any other visual image producing device now known or which becomes known after the date of this Agreement known subject always to the terms of any blanket industry agreements from time to time in force in the Territory;
     1. The Writer shall have the right to prior approve any and all synchronization placements provided that approval is deemed given if a placement is not objected within seven (7) days of Writer receiving notice of the placement from Publisher.
  6. a non-exclusive, irrevocable, royalty-free, license for the Term period to use and exploit the Sound Recordings throughout the Territory and such use and exploitation shall be limited to:
     1. the right to reproduce the Sound Recordings by means of mechanical and/or digital reproduction by way of record or other sound bearing contrivance and/or visual image producing contrivance (including, but without limitation all of video-grams and CD Roms or other digital or electronic formats) or other device now known or to become known after the date of this Agreement solely for PROMOTIONAL purposes.
     2. the rights to copy, edit, alter, fade, stretch, loop, add to or take from the Sound Recordings;
     3. the right to stream the Sound Recordings on our website or a website owned or controlled by us or any third party website of our choosing solely for PROMOTIONAL purposes;
  7. The Publisher, its successors, assignees and licensees shall have the right to use the writer’s name, professional Name, likeness and biography in the Territory for the purpose of exploiting our rights under this Agreement.
  8. The writer hereby asserts all moral rights in the Compositions but the Writer agrees irrevocably not to assert such moral rights in Compositions against the Publisher, its sub-publishers or licensees during the Rights Period (other than the right to be identified as the writer/composer thereof).
  9. The rights granted to the Publisher hereunder shall also apply to and be exercisable by the Publisher’s sub publishers and licensees provided that the Publisher shall remain primarily liable hereunder.

**11E. Royalties**

Revenue: all monies earned and directly identifiable as being from exploitation of the Recordings and Compositions received by or credited to the Label or its sub-Labels as appropriate, less only: third party collection society charges; sums payable by way of remuneration to arrangers, adaptors and translators of Recordings and Compositions; sums permitted to be retained by sub-publishers or licensees.

In respect of exploitation of the Compositions the Publisher agrees to pay to the Writer (subject to recoupment of the advances and other recoupable payments) the following royalties: Sheet Music, Mechanical Royalties, Synchronization Revenue, Broadcast/Performance Income, Other Income agreed upon in “*11A. Composition Splits (Writer/Publisher)*”

**12. Choice of Law / Venue / Dispute Resolution**

This agreement shall be deemed to have been made in the state of New York and its validity, construction, performance, and breach shall be governed by the laws of the State of New York applicable to agreements made and to be wholly performed therein. Any and all disputes or controversies arising under this agreement between the parties hereto, or any of its terms, any effort by either party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof (including the determination of the scope or applicability of this agreement to arbitrate), shall be determined by binding arbitration before a single arbitrator (who shall be a retired judge of a state or federal court with experience in the entertainment industry). Any process in any such arbitration, action or proceeding commenced may be served upon either party, among other methods, by personally delivering or mailing the same, via registered or certified mail, addressed to the other party, as applicable, at the address given in this agreement. The arbitration shall be administered by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its Comprehensive Arbitration Rules and Procedures then in effect (or other mutually agreeable alternative dispute resolution service) and shall be conducted in New York, NY. The arbitrator shall issue a written decision that includes the essential findings and conclusions upon which the decision is based, which shall be signed and dated. Subject to the foregoing sentence, THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO CLAIMS SUBJECT TO ARBITRATION HEREUNDER. The arbitrator’s ruling in the arbitration shall be final and binding and not subject to appeal or challenge. Judgment on any award may be entered in any court having jurisdiction. The parties further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties’ attorneys and their staff, and any experts retained by the parties. Notwithstanding anything to the contrary in this paragraph, if the Licensees are sued or joined (e.g. by joinder or impleader) in any other court or forum by a person, corporation or other entity other than any Artist (or Artists) in respect of any matter that may give rise to a claim against any Artist (or Artists) hereunder, such Artist (or Artists) hereby consents to the jurisdiction of such court or forum over any such claim asserted against such Artist (or Artists).

**13. Representations / Warranties / Indemnity**

You (jointly and severally) represent, warrant and agree that we shall not be required to make any payment of any nature for, or in connection with, the rendition of your services or the acquisition, exercise or exploitation of rights by us pursuant to this agreement, except as specifically provided herein. You (jointly and severally) warrant, represent and agree that all music and other material furnished by any Artist (including, without limitation, so-called “interpolations” and “samples”), and all of your arrangements, compositions, ideas, designs and inventions in connection with the Master(s) and the Composition(s) are or will be original with you or in the public domain throughout the world or used with the consent of the original owner thereof for no consideration, and shall not infringe upon or violate any copyright, the right of privacy of or any other right of any person or entity. In the event that you do not control all right, title and interest and/or in the event that a third party makes a claim that you do not control all right, title and interest in and to the Master(s) or the Composition(s), or that you have sampled or interpolated third party material into the Master(s) and/or the Composition(s) embodied therein, we shall immediately be entitled to suspend the payment and accounting of your share of monies hereunder. You (jointly and severally) agree to indemnify and hold the Licensees harmless against any claim, liability, cost and expense in connection with any claim which is inconsistent with any agreement, covenant, representation, or warranty made by any Artist herein. For the avoidance of doubt, if you breach any of your representations, warranties, covenants or agreements herein and such breach results in a third party claim, you shall (jointly and severally) be responsible for all payments in connection therewith and we shall be immediately entitled to withhold all monies otherwise payable to you pursuant to the terms hereof. For the avoidance of doubt, the representations, warranties, and indemnity made herein by Artists shall apply jointly and severally to each Artist.

**14. Confidentiality**

Both Artist and Magic Records shall be required to keep the terms (but not the existence) of this Agreement and any non-public information provided to Artist or Magic Records pursuant to this Agreement confidential and shall not be permitted to disclose such information to any person other than designated employees, representatives and/or agents who have a need to know without requiring prior written consent from the other party. Each party shall take reasonable precautions to prevent the unauthorized use or disclosure of such information.

**15. Entire Agreement / Severability**

This Agreement constitutes the entire agreement between Artist and Magic Records concerning the matters covered herein and supersedes all prior understandings between the parties, whether written or oral, and there are no understandings, agreements, representations and warrants, express or implied, which are not specified in writing and signed by the parties hereto.

In the event that any of the terms of this Agreement are or become illegal or unenforceable, such terms shall be null and void and shall be deemed removed from this Agreement, and all remaining terms shall continue in full force and effect. No waiver of any provision of this Agreement, nor consent to any departure by either party herefrom, shall be considered effective and binding unless submitted in writing and signed by a duly authorized officer of each party.

*If you agree to these terms then please sign below and return. You acknowledge this is a legal document and that you have been advised to take advice from a lawyer specializing in the music industry. You acknowledge that you are able to enter this agreement and that you hold Magic Records Recordings clear and free of any claims relating to the non-compliance of the above. You acknowledge that you own the masters and that they do not contain any un-cleared samples.*

Kind Regards,

**Magic Records**

Accepted and Agreed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Magic Records**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_