

PRODUCER AND ARTIST PRODUCTION AGREEMENT

The following shall constitute any Agreement ("Agreement") on this the _____ day of _____, 20____ between _____ ("Employer") and _____ ("Producer") for Producer's services as a producer of master recordings ("Masters"). The terms of this Agreement are as follows:

1. **ENGAGEMENT:** Producer shall perform recording production services and produce a Masters of performances of _____ ("Artist") for inclusion, at Employer's election in Audio Products. Production of the Masters shall take place at dates and times to be mutually agreed upon by Employer and Producer.
2. **RECORDING PROCEDURE:** Recording sessions for the Master will be conducted by Employer at Employer's sole cost and expense. Employer shall pay all Recording Costs of the Masters recorded hereunder as and when due. Producer shall deliver to Employer upon completion, a fully mixed, edited, and equalized Master in a format to be mutually agreed to by the parties, commercially satisfactory to Employer for use on Audio Products and all original and duplicate Masters of the music, lyrics and all other material recorded. Producer shall act diligently in completion of the Master. All songs recorded hereunder shall be listed and attached to this Agreement as Schedule "A" List Of Songs.
3. **COMPENSATION:** Employer shall pay Producer the following for Producer's services listed in this Agreement:
 - a. A payment of _____ No/100's Dollars (\$_____) shall be paid to Producer as an Advance for Producer's services provided hereunder.
 - b. In addition to the fee set forth in 3a. Producer shall receive an amount equal to twenty five percent (25%) of the of the Net Receipts received by Employer from exploitation of the Masters, including, but not limited to sales of Audio Products or Digital Transmissions of the Masters or any flat fee received by Artist, or Artist's Record Company for licensing or sublicensing the Masters ("Royalty"). Producer's Royalty shall be divided by a fraction, the numerator of which shall be the number of Masters produced by Producer appearing on any Audio Product embodying the Masters and the denominator of which shall be the total the number of all Royalty bearing masters appearing on the Audio Product.
 - c. Artist shall instruct SoundExchange to pay to Producer the percentage of Net Receipts set forth in paragraph 3 c. of the royalties otherwise payable to Artist by SoundExchange for master recording performance

royalties. Artist shall execute a SoundExchange Letter of Direction simultaneous with the execution of this Agreement. This Agreement shall not be valid and effective until a fully executed SoundExchange letter of direction is delivered to Producer. Additionally, if Artist is contractually obligated to a Record Company that will release the Masters recorded by Producer under this Agreement, Artist shall sign a letter of direction to Record Company directing Record Company to pay Producer, Producer's share of royalties directly. However, such letter of direction shall not relieve Artist of payment of any royalties payable to Producer hereunder if Record Company fails to pay Producer.

4. **RIGHTS IN RECORDING:** Each Masters made under this Agreement, from the inception of recording, will be considered a work made for hire for Artist, if any such Masters is deemed not to be a work made for hire, all rights, title and interest in the Masters which are attributable to the Producer's participation in its authorship will be deemed transferred to Employer by this Agreement and this Agreement may be filed with the Register of Copyright as an official transfer of copyright if such be necessary. All Masters made under this Agreement, from the inception of recording and Audio Products derived therefrom, shall be the sole property of Artist, free from any claims whatsoever by Producer or any other person; and Employer shall have the exclusive right to claim ownership of and register the copyright to those Masters in his name as the owner and author of them and to secure any and all renewals and extensions of such copyright throughout the world.
5. **NAME & LIKENESS:** Employer shall have the world wide right in perpetuity to use and to permit others to use Producer's name, (both legal and professional, and whether presently or hereafter used by the Producer), approved likeness, other approved identification, and approved biographical material concerning the Producer without restriction in connection with the sale marketing or promotion of the Masters recorded hereunder or the Audio Products derived therefrom.
6. **CREDIT:** Employer shall give Producer appropriate production and songwriting credit on all compact discs, record and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the Masters created hereunder and on all cover liner notes. Such credit shall be in substantial form: "Produced by _____". Further, for those songs that are arranged by Producer, Producer shall receive a credit as having arranged the song. If Employer fails to comply with this clause in any instances or sole obligation to Producer by reason of such failure Producer's sole remedy is to have Employer add the appropriate credit. Employer shall provide Producer with five (5) copies of the completed Audio Product in a compact disc format within thirty (30) days after manufacture of the compact discs. .
7. **MUSICAL COMPOSITIONS ("Songs"):** All songs or material recorded on the Masters recorded hereunder which are written, composed or arranged by

Producer, in whole or in part, alone or in collaboration with Employer or with others employed by Artist, shall be considered a work made for hire for Artist. If any such song, collaboration or other material are determined not to be a work made for hire, all copyrights in the song or added material which is attributable to the Producer's participation in its authorship will be deemed transferred to Employer by this Agreement. All such songs or material recorded under this Agreement, from the inception of recording, shall be the sole property of Artist, free from any claims whatsoever by Producer or any other person; and Employer shall have the exclusive right to claim copyright in those songs or collaborations in Artist's name as the owner and author of them and to secure any and all renewals and extensions of such copyright throughout the world.

(Alternative Clause 7 if Producer Writes Songs)

7. **MECHANICAL LICENSING AND ROYALTIES:** All musical compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by Producer (herein "Controlled Compositions"), shall be and are hereby perpetually licensed to Employer for the United States at a royalty per selection equal to one hundred percent (100% of the mechanical statutory per selection rate (with regard to playing time) effective on the date of initial U.S. commercial release of the masters concerned hereinafter sometimes to be referred to as the "Per Selection Rate." Such ownership percentage shall be accorded to Producer in accordance with Producer's percentage of authorship based on the copyright laws of the United States and as set forth on Schedule "A" attached hereto. Appropriate credit as a song writer and author of the music showing author's performance right society affiliation shall be given to Producer based on the songs produced and created under this Agreement.
8. **ACCOUNTING:**
 - a. Employer shall account to Producer for any Royalties due under this Agreement within thirty (30) days of receipt of payment by Employer. Employer shall send such accounting with payment, if any, to Producer at Producer's address listed below. In the event Producer's address changes, Employer shall have no obligation to send the accounting and royalty payment to any other address until Producer shall give to Employer in writing such new address.
 - b. Producer shall be deemed to have consented to all royalty statements and all other accountings rendered by Employer hereunder and each such royalty statement or other accounting shall be conclusive, final, and binding, and shall not be subject to any objection for any reason whatsoever unless specific objection in writing, stating the basis thereof, is given by Producer to Company within two (2) years after the date rendered.

c. Employer shall maintain books of account concerning the sale of Audio Products hereunder. Producer, or a representative, in Producer's behalf, may, at Producer's sole expense, examine Employer's books (relating to the sale of Audio Products hereunder) solely for the purpose of verifying the accuracy thereof, only during Employer's normal business hours and upon reasonable written notice. Employer's books relating to any particular royalty statement may be examined as aforesaid only within two (2) years after the date rendered and Employer shall have no obligation to permit Producer to so examine Employer's such books relating to any particular royalty statement more than once.

9. **DEFINITIONS:**

"Advance" shall mean a prepayment of Royalties.

"Audio Product" shall mean all forms of sound reproductions whether now known or unknown, on or by which sound may be recorded for later transmission to listeners, embodying sound, including, without limitation, discs of any speed or size, vinyl, compact disc, reel-to-reel tapes, cartridges, cassettes, audiovisual recordings, digital formats, digital transmissions, direct transmissions or any other configurations now known or created in the future.

"Digital Transmissions" shall mean the transmission and distribution to the consumer, other than the distribution of physical Audio Products to consumers, whether of sound alone, sound coupled with an image or sound coupled with data, in any form including but not limited to the downloading or other conveyance of Artist's performance on Masters or Audiovisual Recordings recorded hereunder by telephone, satellite, cable, direct transmission over wire or through the air, and on-line computers whether a direct or indirect charge is made to receive the transmission.

"Masters" shall mean every recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording production and/or manufacture of Audio Products.

"Net Receipts" shall mean the gross receipts paid to and received by Employer or credited to Artist's account from the exploitation of the Masters created under this Agreement less any and all recording costs, including Advances paid to Producer under this Agreement that are recouped from Artist's royalties by the record company that releases the Masters ("Artist's Record Company"). Any future advances or recording costs for master recordings not recorded hereunder that are cross collateralized from the sale of the Masters by Artist's Record Company shall not affect the payment of royalties owed to Producer from Audio Products sold that are derived from the Masters.

10. **WARRANTIES:** Producer hereby warrants that the Masters shall be entirely the property of Artist, free of any claims whatsoever by Producer or any person deriving any rights or interest from Producer. Producer warrants he is the sole owner of the performances on the Masters created by Producer and/or has been granted all rights associated with the performance embodied on the Masters and hereby has the right to grant the terms of this Agreement. The performances embodied in the Masters, and any use thereof by Employer or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Producer agrees to indemnify and hold harmless Artist, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to attorney's fees, arising out of any breach of any representation, warranty, term or agreement made or to be performed by this Agreement.
11. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement, shall be binding upon either party unless confirmed by a written instrument signed by either party or their agent.
12. **JURISDICTION:** This agreement shall be construed in accordance with the laws of the State of _____. Any dispute arising under this Agreement shall be filed in a court in _____, County, _____. In the event of a dispute under this Agreement, prior to filing a suit, the parties agree to mediate the dispute in accordance with the rules of the American Arbitration Association for a single mediator.
13. **INDEPENDENT CONTRACTOR:** Producer hereby acknowledges and agrees that Producer's services are being provided hereunder as an independent contractor. Accordingly, and pursuant to Producer request Employer shall not withhold, report or pay withholding taxes with respect to the compensation payable hereunder. "Withholding taxes" shall include, without limitation, federal and state income taxes, federal and state income taxes, federal social security tax, and unemployment insurance tax.
14. **ASSIGNMENT:** Employer shall have the right to assign or transfer this Agreement or all rights under this Agreement to a third party.

The effective date of this Agreement shall be the date first written above.

Employer/Artist:

By: _____

Printed Name

Address: _____

Producer:

Printed Name

Address: _____

SSN or EIN: _____

SCHEDULE "A"
LIST OF SONGS

Title	Authors (%)
1.	
2.	
3.	
4.	
5.	