

RECORDING ENGINEER AGREEMENT

The following shall constitute any Agreement ("Agreement") on this the _____ day of _____, 20____ between _____ ("Employer") and _____ ("Engineer") for Engineer's services as a studio recording engineer of a master recording ("Master") to be owned by Employer. The terms of this Agreement are as follows:

1. **ENGAGEMENT:** Engineer shall perform recording engineering services for the recording of the Master for inclusion, at Employer's election, on a Record of the artist known as _____ ("Artist"). Recording and production of the Master shall take place at dates and times to be mutually agreed upon by Employer and Engineer.
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. Engineer shall deliver to Employer upon completion, a fully mixed, edited, and equalized Master (including but not limited to a final two-track equalized tape copy, CDR or digital audio tape (DAT)) commercially satisfactory to Employer for use on an Audio Product and all original and duplicate Master of the music, lyrics and all other material recorded. Engineer 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 Engineer the following for Engineer's services listed in this Agreement:
 - (a) A payment of _____ No/100's Dollars (\$_____) per song or track to be created, produced and recorded by Engineer.
4. **RIGHTS IN RECORDING:** The services performed by Engineer on the Master will be considered a work made for hire for Employer, if any such services or the Masters are deemed not to be a work made for hire, all rights, title and interest in the Master which are attributable to the Engineer'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 and any derivatives created by Engineer under this Agreement, from the inception of recording and Audio Products derived therefrom, shall be the sole property of Employer, free from any claims whatsoever by Engineer 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. **NAMES & LIKENESS:** Employer shall have the world wide right in perpetuity to use and to permit others to use Engineer's name, (both legal and professional, and whether presently or hereafter used by the Engineer), likeness, other identification, and biographical material concerning the Engineer for purposes of trade and otherwise without restriction in connection with the Masters recorded hereunder, the Audio Products derived therefrom.
6. **CREDIT:** Employer shall give Engineer appropriate production and songwriting credit on all compact discs, Audio Products and cassette labels or any other Audio Products 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: "Recording engineered by _____". If Employer fails to comply with this clause in any instances or sole obligation to Engineer by reason of such failure Employer shall use Employer's best efforts to rectify the error in all such materials prepared after Employer's receipt of notice of this failure by Employer. No inadvertent failure by us to satisfy the credit obligation set forth herein shall be deemed a breach of this Agreement.
7. **MUSICAL COMPOSITIONS ("Songs")** All such songs or material recorded under this Agreement, from the inception of recording, shall be the sole property of Employer, free from any claims whatsoever by Engineer or any other person. All songs or material recorded on the Masters recorded hereunder which are written or composed by Engineer, in whole or in part, alone or in collaboration with Artist or with others employed by Artist, shall be considered a work made for hire for Employer. 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 Engineer's participation in its authorship will be deemed transferred to Employer by this Agreement.
8. **DEFINITIONS:**
 - (a) "Audio Products" shall mean and include without limitation all forms of recording and Audio Products reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and all public or commercial uses including magnetic recording tape, compact disc, computer files, digital files or transmissions, laser disc, film, electronic video tapes or recordings, and any other medium or device now known or later developed.
 - (b) "Master" 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.

(c) "Recording Costs" shall mean all direct expenses paid or incurred in connection with the production, mixing and mastering of the Master including but not limited to studio rentals, tape, engineering, editing, instrument rental, and mastering, any per diems of any other person rendering services in connection with the recording of the Masters.

9. **WARRANTIES**: Engineer hereby warrants that the Master shall be entirely the property of Employer, free of any claims whatsoever by Engineer or any person deriving any rights or interest from Engineer. Engineer warrants it is the sole owner of the performances on the Masters and/or have been granted all rights associated with the recording of the music embodied on the Masters and hereby have the right to grant the terms of this Agreement. The songs and performances embodied in the Recordings, and any use thereof by Employer or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Engineer warrants it has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on the Master for the use of a song or recording appearing in the Master from a "sample", an "interpolation" or a "replay". If Engineer has not secured such right, then Engineer has notified Employer and Employer has agreed in a separate writing to secure such rights. Engineer agrees to indemnify and hold harmless Employer, 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.
10. **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.
11. **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 the parties agree to mediate the dispute pursuant to the rules of the American Arbitration Association for a single member panel.

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

Employer:

Address: _____

Engineer:

Engineer's Printed Name

Address: _____

SCHEDULE A
LIST OF SONGS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____