

## Recording and Personal Services Agreement

This Recording and Personal Services Agreement, (hereinafter referred to as the "Agreement") executed and effective this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_ (Artist)\_\_\_\_ (hereinafter referred to as the "Artist") and \_\_\_\_\_(Company)\_\_\_\_ (hereinafter referred to as the "Company"):

### Recitals

- a. Company is an organization which specializes in the management, recording, recording distribution and representation of musical artists;
- b. Company is familiar with the musical abilities of Artist and has the expertise, ability, industry contacts and resources to assist Artist in the furtherance of his/her career;
- c. Artist performs under the name "(Artist's Stage Name)";
- d. Company and Artist wish to enter into this Agreement to provide for the production and distribution of the Recording.

It Is, Therefore, Agreed as Follows:

**A. Term.** The effective date of this Agreement shall commence with its execution by all of the parties, and shall continue thereafter for a period of \_\_\_\_ (#) years.

**B. Production of Recording.** The Recording shall be produced in the following manner:

1. Production. Company agrees to produce one master recording consisting of songs written and performed by Artist (hereinafter referred to as the "Songs." The resulting recording (hereinafter referred to as the "Recording") shall include music of not less than forty-five (45) minutes in playing duration, and shall be of a quality which is equal to master recordings normally produced for commercial distribution.

**2. Contribution by Artist.** Artist agrees to fully cooperate with the Company, in good faith, in the production of the Recording; to contribute to such production the music and lyrics embodied in the Songs; to arrange, direct and perform the Songs in such a manner as to facilitate the production of the Recording; and to otherwise strictly observe the remaining duties and obligations of this Agreement.

**3. Costs.** Company shall be responsible for all costs incurred in the production of the Recording, including the prepayment of all travel, hotel and meal costs incurred by Artist in attending the recording sessions referenced in Section B.5 herein. Company may recover such receipted expenses pursuant to the production of master recordings or the advancement of the Artist's career. Company's production, promotion, manufacturing and all other bona fide expenses relating to Artist are deemed recoupable from gross income.

**4. Artistic Control.** Company and Artist shall be jointly responsible for all decisions regarding the artistic content of the Recording.

**5. Dates and Location of Recording Sessions.** The recording sessions necessary to produce the Recording shall occur at studios and facilities chosen by Company in \_\_\_ (city, State) \_\_\_\_, commencing on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_.

**6. Additional Musicians.** Company shall provide and compensate sufficient and competent musicians to properly perform the Songs, as arranged and directed by Artist and Producer. Company may recover such costs pursuant to Section B3. Herein.

**7. Title.** The title of the Recording shall be chosen by agreement between the Company and the Artist.

**8. Completion and Release.** The Recording shall be completed and prepared for release and distribution on or before \_\_\_\_\_, 20\_\_\_. Company and Artist acknowledge that time is of the essence in the completion of the Recording, and each agrees to exercise all reasonable means to achieve such completion.

**9. Assignment of Exclusive Rights by Artist.** Upon the timely occurrence and performance of all material events and obligations required to produce the Recording, Artist shall assign to the Company all of his/her rights, title, and interest in and to the following property, for distribution and commercial exploitation in the United States and Canada:

- a. The Songs,
- b. Artist's performance of the Songs contained in the Recording,
- c. The title of the Recording.

**10. License for Use of Name and Image.** Upon the timely occurrence and performance of all material events and obligations required to produce the Recording, Artist shall grant to the Company the exclusive license to use the name "\_\_\_ (Artist) \_\_\_", and the Artist's photographic image, in the promotion and distribution of the Recording.

**11. Form of Assignment and License Documents.** The form of ancillary documents to be executed by Artist, pursuant to this agreement shall be a publishing agreement (see Attachment A), an artist recording agreement (see Attachment B), and a personal management services agreement (see Attachment C) and are incorporated herein by this reference.

12. Copyright. Upon Artist's assignment of the Songs pursuant to Section 11. herein, Company shall proceed to obtain and secure a copyright for each of the said Songs. Each such copyright shall be the sole property of the Company.

**13. Distribution.** Commencing with the completion of the Recording and continuing for the term of this Agreement, Company will diligently use its best efforts to secure distribution of the

Recording throughout the world, through one or more major distribution companies (including record companies, film companies, or any other company). Any such contract entered into between Company and any such record distribution company shall be subject to the terms of this Agreement.

**14. Royalties.** In accordance with the rights granted by Artist to Company herein, Company intends to contract with a record distribution company for distribution of the Recording. Company will be entitled to receive royalties or licensing fees (herein collectively referred to as the "Royalties") as a result of such contract. Royalties shall include any compensation received by Company, or promised to Company, which directly or indirectly results from the use, exploitation or existence of the Recording, or any reproduction applied to satisfy costs incurred and paid by Company pursuant to Sections B.3, and B.6, herein. In the event that Royalties are insufficient to complete such reimbursement, Artist shall not be liable for such costs. The remainder of such Royalties, if any, shall be allocated and distributed between Company and Artist, in the following proportion:

\_\_\_\_ (xx%)      **Percent to Company**

\_\_\_\_ (xx%)      **Percent to Artist**

Royalties due Artist hereunder shall be delivered by Company to Artist within fifteen working days from the Company's receipt thereof.

**15. BMI Membership.** Within a reasonable time after the execution of this Agreement, Artist shall apply for registration and membership with Broadcast Music Inc. (BMI), a music licensing organization. Company shall be responsible for any cost or expense associated with such application or with the Artist's membership in BMI during the term of this Agreement and the Distribution Period. Company may recover such costs pursuant to Section 3. herein.

**16. Non-Circumvention.** Artist shall not detrimentally interfere with the efforts of Company to distribute the Recording through one or more distribution companies or enter into any contract

inconsistent with the rights of distribution assigned to Company hereunder. Artist shall not contact any such potential distribution company except through the offices of the Company.

**17. Additional Personal Services.** For the term of this Agreement, Artist agrees to appear at one or more performances to promote the distribution of the Recording. Company shall schedule and arrange such performances, but Artist shall have the right of prior approval of the location, date and time of each such performance. The total number of performances during the term of this Agreement shall not exceed \_\_\_ (# of performances) \_\_\_. Company shall be responsible for travel, hotel and meal costs incurred by Artist in attending each such performance, Artist shall be paid one-half (1/2) of the net revenues received by Company for such performances. Such compensation shall be received by Artist within fifteen (15) days from Company's receipt thereof. Company may recover such costs (including travel costs and compensation paid to Artist) pursuant to Section B3. Herein.

**18. Option to Purchase.** At any time during the term of this Agreement or thereafter, at Artist's option, Artist may purchase all rights assigned and/or granted to Company hereunder or resulting to Company herefrom (including rights of copyright to any and all of the Songs) for the total sum of:

a. \_\_\_\_\_ (Amount (large)) \_\_\_\_\_, plus;

b. Any receipted costs expended by Company hereunder, but reimbursed, as of the date of exercise of such option to purchase, plus;

c. \_\_\_\_\_ Percent (X%) of the gross revenues generated thereafter from the Recording.

Exercise of the option shall be accomplished by the delivery of such amount, in cash or certified funds, to Company or its express designate. In the event of such exercise, Company shall promptly execute all documents reasonably necessary to effectuate such transaction. If and upon the exercise of such option, the obligations undertaken by the parties herein shall be exercised.

**19. Assignment by Company.** Prior to completion of the Recording, the rights and obligations of the Company existing hereunder are personal and unique, and shall not be assigned without the prior written consent of Artist. Subsequent to the completion of the Recording, Company may assign its rights and obligations existing hereunder without the consent of Artist.

**20. Assignment by Artist.** The rights and obligations of Artist existing hereunder are personal and unique, and shall not be assigned without prior written consent of Company.

**21. Condition Subsequent.** If Company does not enter into a binding contract for the distribution of the Recording during the Distribution Period, the assignment and license from Artist to Company granted pursuant to Section 11 herein and shall be deemed rescinded by the agreement of the parties.

**22. Right of Inspection.** At any time during the term of this Agreement upon prior written notice to Company of at least seven (7) days, Artist or his/her designated representative shall be permitted unrestricted access to the books and records of Company which in any way pertain to Artist, for inspection and photocopying by Artist or Artist's designated representative. Such books and records shall include, but shall not be limited to, any documents or records which evidence the receipt or disbursements of Royalties. Company shall maintain such books and records at its principal office.

**23. Miscellaneous.**

a) Binding Effect. This Agreement shall be binding upon the successors and assigns of the parties.

b) Arbitration. In the event of a dispute between Company and Artist regarding the terms, construction or performance of this Agreement, such dispute shall be settled by binding arbitration in \_\_\_\_\_(city, state)\_\_\_\_, according to the rules of the American Arbitration

Association for the settlement of commercial disputes, then in effect. The award or decision resulting therefrom shall be subject to immediate enforcement in a \_\_\_(state)\_\_\_ court of competent jurisdiction.

c) Jurisdiction/Applicable Law. Company and Artist hereby submit to the jurisdiction of the courts of \_\_\_(state)\_\_\_ for the enforcement of this Agreement or any arbitration award or decision arising herefrom. This Agreement shall be enforced or construed according to the laws of the State of \_\_\_\_\_.

d) Attorney's Fees. In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.

e) Covenant of Good Faith and Fair Dealing. Company and Artist agree to perform their obligations under this Agreement, in all respects, in good faith.

f) Independent Contractor. In the performance of his/her obligations of this Agreement, Artist shall be deemed an independent contractor

g) Incorporation of Recitals. The recitals contained at the beginning of this Agreement are incorporated herein by this reference.

**24. Notices.** Any notices or delivery required herein shall be deemed completed when hand-delivered, delivered by agent, or placed in the U.S. Mail, postage prepaid, to the parties at the addresses listed herein.

The Parties Agree to the terms and obligations and so execute on the day and date first above mentioned.

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Artist

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Company