

VOCALIST AGREEMENT

Contract Number: _____

THIS AGREEMENT is for the services of music and/or entertainment described below between the undersigned VOCALIST and the undersigned COMPANY.

1. COMPANY hereby employs VOCALIST'S services for the purpose of making phonograph recordings.
2. Recordings will be made at recording sessions in studios at times and places of such compositions, and together with such musicians and other performers as shall be designated by COMPANY. A minimum number of _____ record sides shall be recorded during the term of this agreement. Additional recordings shall be made at our election whenever COMPANY shall consider them necessary. Each recording shall be subject to approval and must be deemed satisfactory for manufacture and sale. In the event the minimum number of sides are not recorded, COMPANY's liability shall be payment for such sides as though recorded by VOCALIST.
3. During the term of this agreement, and all extensions and renewals thereof, VOCALIST will not perform for the purpose of making phonograph records for any person, firm or corporation other than COMPANY. VOCALIST will not perform any composition recorded for any other person or company for a period of five (5) years after our recording is made. VOCALIST acknowledges that his or her services are unique and extraordinary.
4. It is agreed and understood that VOCALIST and/or musicians will be prepared with acceptable material upon COMPANY'S request. The materials used in Recording Sessions must be free from all claims by anyone, or the VOCALIST and/or musicians will be liable to complaint. If the VOCALIST deliberately records material belonging to someone else, then royalties are to be deducted from Contracted VOCALIST (or musicians) to satisfy complainant, and paid directly to complainant.
5. VOCALIST hereby grants to the COMPANY, its associates, subsidiaries, nominees, successors and assigns:
 - a. the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any and all fields of use throughout the world, or to refrain throughout the world, recording and records embodying the performances to be recorded, upon such terms and conditions as the COMPANY may approve;
 - b. the right to use VOCALIST'S name, likeness and biographical material, or to refrain therefrom, in connection with the manufacture, exploitation and sale of any such recordings and records; and
 - c. all rights, use and control of the recordings, matrices, tapes, and records, upon which all performances to be recorded are reproduced.
6. COMPANY shall have the right to use and to allow others to use VOCALIST'S name, likenesses, and biographical material for advertising and purposes of trade.
7. If COMPANY is prevented from making recordings because of governmental regulations, restrictions of the American Federation of Musicians, strikes, Acts of God, or any other reason beyond our control, the period of the agreement may be extended by us at our option for a period of time equal to the length of time during which recording was prevented. Likewise, if VOCALIST and the Musical Organization are requested to record and are not available for a period of thirty (30) or more consecutive days, COMPANY may, at our option, extend the period covered by this agreement up to a period of time equal to the length of time during which VOCALIST and the Musical Organization were unavailable. Notice of our decision to extend the agreement pursuant to this paragraph shall be given to VOCALIST not less than ten (10) days prior to its expiration date. COMPANY shall be entitled to further extend this agreement, in like manner, in the event that recording is prevented because of any of the foregoing reasons during the period of any extension.

8. VOCALIST agrees to record the composition designated and to repeat and re-record each composition as many times as may be required by COMPANY for the purpose of obtaining a satisfactory, acceptable, or an improved master record and matrix.

9. VOCALIST agrees and stipulates that the recordings of the compositions designated shall include VOCALIST'S obligation to appear, to rehearse, to make the usual tests, and to comply with the instructions and directions of our musical director and recording operator.

10. In the event of any breach by VOCALIST of the covenants contained in this contract, it is agreed that it would be impracticable to repair the actual damages sustained by COMPANY. and therefore by way of liquidated damages, and not by way of penalty, after the breach of any of the covenants contained in this contract by VOCALIST, COMPANY shall not be obligated to pay any further royalties to VOCALIST hereunder. However, this provision shall not be construed as a waiver of any other rights or remedies COMPANY may have for damages, conjunctive relief or otherwise (all rights or remedies of being cumulative).

11. COMPANY shall pay to VOCALIST:

- a) the sum of _____ (\$ _____) dollars for each accepted recording.
- b) an advance to VOCALIST against a penalty of _____ percent (_____%) of funds of all records manufactured, sold and paid for.

12. All payments to VOCALIST shall be made by COMPANY within fourteen (14) days of the recording sessions. All royalties shall be paid to VOCALIST on the 15th of February and July of each year, during which records embodying performances made are sold and paid for. Such payments shall be for the six (6) months immediately preceding each February and June 15th for the term ending January 1 and July 1 of each year.

13. The term of this agreement shall be for a period of _____ (____) years from the date of signature. This agreement and option shall be considered renewed at the end of the period herein unless Artist receives a written notice with the intent to terminate this contract. Any questions relating to this agreement shall be interpreted in accordance with the laws of the State of _____.

14. GOVERNING LAW: This Agreement shall be governed by the laws and in the courts of the State of _____ and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the Agreement shall take place in the county of _____, in the State of _____.

Signature below will constitute this as a binding agreement between.

DATED: _____

AGREED TO AND ACCEPTED

For Company

For Vocalist