

## **PHOTOGRAPHIC WORK-FOR-HIRE AGREEMENT ATTACHMENT A**

### **ROYALTY PROVISIONS OF PRODUCER AGREEMENT**

This attachment to the Producer Agreement between \_\_\_\_\_ (hereinafter referred to as the "Company") and \_\_\_\_\_ (hereinafter referred to as the "Producer") dated \_\_\_\_\_, 200\_, is to specify the payment of royalties to Producer by the Company as follows:

1. Producer has received EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) for his production of two Master Recordings of the Company's recording artist \_\_ (Artist)\_\_. This is deemed as a recoupable advance against any royalties earned from sales.
2. After the Company's recoupment of the abovementioned advance, the Producer will be paid royalties at the following rate:
  - (a) For compact discs, cassette tapes, digital media, long playing 33 1/3 rpm phonorecords and any and all other methods of mechanically reproducing the performances embodied in the Master Recordings that are produced on the Company's label, it's affiliate or subsidiary labels a payment of TWO AND TWO TENTHS CENTS (2.2) per copy thereof sold and paid for in the United States of America.
  - (b) For compact disc, cassette, digital media or seven inch 45 rpm single releases which contain the Master Recordings produced by Producer a royalty of TWO AND THREE QUARTER CENTS (2.75) per side which embodies the Master Recordings produced by Producer.
  - (c) For any sales or license of the Master Recordings outside of the United States, a royalty of ONE HALF (1/2) of the United States royalty rate shall be payable on each copy that is sold and paid for and for which the Company has received payment in the United States. Royalty payments from such foreign sources shall be calculated at the rate of exchange at the time such foreign royalties are received by the Company in the United States.
3. Royalty statements and payments shall be made semi-annually and will be made within 45 days of December 31st and June 30th of each year for the six month prior accounting period.
4. Such royalty statements and payments to Producer shall be deemed to be final unless written notification by Producer to Company is made within one year specifying the reasons such statements and payments are unacceptable.
5. Upon such written notice by Producer to Company, the accounting books of the Company which involve the Producer's royalties shall be made available to a certified public accountant designated by Producer.
6. This Attachment is the sole basis for any and all payment of royalties by Company to Producer and supersedes and replaces any prior oral or written agreement between the Producer and the Company.

**Understood and agreed to by the parties who have set their names below.**

**Producer**

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**Company**

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