

PRODUCER'S LETTER OF AGREEMENT

Date: _____

Dear Mr./Ms. _____,
address

This letter shall serve as our agreement in respect to _____ (hereinafter referred to as the "Producer") services in producing Master Recordings (hereinafter referred to as the "Masters") of the recording artist(s) professionally known as _____ (hereinafter referred to as the "Artist").

1. Term.

The term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer's services.

2. Production.

(a) Recording sessions for the Masters shall be conducted by Producer under this Agreement at such times and places as shall be mutually designated by you and Producer. All individuals rendering services in connection with the recording of Masters shall be subject to your approval. You shall have the right and opportunity to have your representatives attend each such recording session. Each Master shall embody the performance by the Artist of a single musical composition designated by the Artist (subject to your approval, not to be unreasonably withheld) and shall be subject to your approval as technically satisfactory for the manufacture, broadcast and sale of phonorecords, and, upon your request, Producer shall re-record any musical composition or other selection until a Master technically satisfactory to you shall have been obtained, provided additional production costs will be paid by you. Producer agrees to begin pre- production, rehearsals, and recording on _____, 200_.

(b) Producer shall deliver to you a two-track stereo tape suitable for duplication and manufacture of phonorecords for each Master. All original session tapes, rough mixes and any derivatives or reproductions thereof shall also be delivered to you, or, at your election, maintained at a recording studio or other location designated by you, in your name and subject to your control.

3. Masters.

All Masters produced hereunder, from the inception of the recording thereof, and all phonorecords and other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof, shall be entirely your property, free of any claims whatsoever by Producer or any other person or person engaged in the production of the Masters. (It being understood that for copyright purposes Producer and all persons rendering services in connection with such Masters shall be Contractors for hire).

4. Compensation.

(a) Conditioned upon Producer's full and faithful performance of all the terms and provisions hereof, you shall pay Producer, as an advance recoupable by us from any and all royalties payable by you to Producer hereunder, the sum of \$ _____ DOLLARS payable upon commencement of recording, and the balance upon the delivery to you of the Masters.

(b) Notwithstanding anything contained in (a) above to the contrary:

(i) in the event the Masters are released on any label other than _____ or it's subsidiary or affiliate label or labels, Producer shall not receive a royalty in connection with the sale of such records;

(ii) in the event the Masters are released on the _____ label or a subsidiary or affiliate label, Producer shall be paid in respect to the sale of such phonorecords a royalty rate of three percent (3%) of the suggested retail price of each phonorecord sold and paid for in the United States. Payments of royalties from foreign sources shall be ONE HALF of the United States royalty rate. All fees paid to Producer hereunder shall constitute recoupable advances which shall be recouped prior to further payment of royalties.

5. Assistance.

Producer has agreed to assist you in presenting the Masters to major record companies in pursuit of a record production agreement with a major label. Producer understands that you will also be presenting the Masters to major labels and that Producer will not be your exclusive representative. Therefore, Producer agrees to notify you prior to making any formal contact with representatives of any major record company on your behalf in order to coordinate our respective efforts and agrees to contact on your behalf only those companies we mutually agree upon. In the event you enter into a record production agreement with a major label for the Masters recorded hereunder and the further services of "Artist" as a result of substantial efforts and negotiations by Producer with such company within the period of ONE YEAR following the completion of the Masters we agree to pay you a commission of six percent (6%) of the actual cash advances (exclusive of recording budgets) received by you upon execution of said agreement. A major record company as defined herein shall be a company or corporation with gross sales of one million (1,000,000) units in the calendar year 2008.

6. Warranties.

Producer hereby warrants, represents, and agrees that he is under no disability, restriction, or other incumbency with respect to his right to execute and perform the services described in this Agreement.

7. Transferral.

You shall have the right, at your election, to designate other producers for recording sessions with the Artist, in which event Producer shall have no rights hereunder with respect to the Masters produced at such other recording sessions.

8. Assignment.

We shall have the right, at our election, to assign any of our rights hereunder, in whole or part, to any subsidiary, affiliated, or related company, or to any person, firm or corporation acquiring rights in the Masters produced hereunder.

9. This Agreement.

(a) This contract sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No amendment or modification of this contract shall be binding unless confirmed in writing by both parties.

(b) We shall not be deemed to be in breach of any of our obligations hereunder unless and until you have given us specific written notice of the nature of such breach and we have failed to cure such breach within thirty (30) days after our receipt of such notice.

(c) Nothing herein contained shall constitute a partnership or joint venture between you and us.

(d) This contract has been entered into in the State of _____, and its validity, construction, interpretation, and legal effect shall be governed by the laws of the State of _____.

(e) This contract shall not become binding and effective until signed by you and countersigned by a duly authorized agent of ___(Company)_____. If the foregoing correctly reflects your understanding and agreement with us, please indicate by signing below.

Sincerely,

PRODUCER

Agreed and Accepted:

ARTIST