

## RECORDING AGREEMENT

\_\_\_\_\_. 200\_

Dear Artist:

This company hereby employs you as vocalist and song stylist for the purpose of making phonograph records. Your services are non-exclusive.

Two record sides have been recorded. Additional recordings shall be made only if we both wish to. The musical compositions and arrangements to be recorded shall be selected by you; and the manner of presentation shall be approved by you.

We will pay you in respect of recording made hereunder a royalty of TWELVE (12%) of the wholesale list price in the country of manufacture, on NINETY (90%) percent of all records sold and paid for embodying performances hereunder on both sides thereof. However, that for records sold outside the United States, the royalty rate shall be one-half of the amount actually received by us. Royalties shall be paid to you when received by us, our affiliates, subsidiaries or associates or otherwise on our behalf. All royalties are payable to you when received by us in the United States and in the dollar equivalent at the rate of exchange at the time we receive payment. We agree to convert royalties from foreign countries without delay and if we are prohibited from so doing by local law, then and in such event, we shall so notify you in writing and comply with your directions to deposit monies due to your separate account in the respective foreign area(s) or territory(s).

Our payments for recording costs and for album photography, art, color separation, type setting, distribution and promotion shall be charged against your royalties when earned. We will render an accounting to you within SIXTY (60) days after the 30th of June and after December 31st of each year. You may audit our books during normal business provided you have given us notice ONE (1) week in advance.

You may terminate your obligation to record at will. Our obligation to pay royalties shall continue after your termination. You will not perform any musical compositions recorded hereunder for any other person, firm or corporation for the purpose of making phonograph records, within FIVE (5) years after the recording is made. The term "phonograph records", as used herein, shall be deemed to mean all methods of duplication of the performances embodied on the recordings including, but not limited to phonograph records, cassette tapes, digital audio tapes, compact discs and any other method of duplication now in existence or which may come into existence in the future. You acknowledge that your services are unique and extraordinary. Nothing contained herein shall be deemed to restrict your right to record other musical compositions.

All recordings and all reproductions made therefrom, together with the performances embodied therein, shall be entirely our property, free of any claims whatsoever by you or any person deriving any rights or interests from you. Without limitation of the foregoing, we shall have the right to make records or other reproductions of the performances embodied in the recordings, or we may, at our election, refrain therefrom.

In connection with recordings and reproductions made pursuant to this contract, we shall have the right to use and allow others to use the names, likenesses of you and biographical an

publicity material concerning you for advertising purposes and for purposes of trade. Notwithstanding the foregoing, we shall have no right to utilize your name, likeness, or any other material, or authorize such use in any manner that would constitute a direct or implied endorsement of any products or any kind or nature.

Yours Truly,

Mr. Producer/Label

**ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_.**

By Artist: \_\_\_\_\_