

PRODUCTION AGREEMENT – MASTER RECORDINGS

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PRODUCER]
[address]
(the "Producer")

- and -

[NAME OF ARTIST]
[address]
(the "Artist")

This shall serve as the sole agreement between the above named parties with respect to the provision of services by Producer in producing Master Recordings, (hereinafter referred to as "Masters") for and of the Artist.

1. Term

The term of this Agreement shall commence as of the date first above written and shall continue until the completion of Producer's services.

2. Services to be Provided by Producer

2.1 Producer shall conduct recording sessions for the Masters at such times and places as shall be mutually agreed to by the parties. All individuals rendering services in connection with such recording sessions shall be subject to Artist's approval. Artist shall have the right and opportunity to have representatives attend each such recording session. Each Master shall embody the performance by the Artist of a single musical composition designated by the Artist, and shall be subject to Producer's approval as technically satisfactory for the manufacture, broadcast and sale of tapes, compact disks and other reproductions of such recordings (collectively referred to as "Records"), and, upon request from Artist, Producer shall re-record any musical composition or other selection until a Master technically satisfactory to Artist shall have been obtained, provided that any additional production costs will be paid by Artist. Producer agrees to begin preproduction, rehearsals, and recording on [date].

2.2 Producer shall deliver to Artist a ___-track stereo tape suitable for duplication and manufacture of Records for each Master. All original session tapes, rough mixes and any derivatives or reproductions thereof shall also be delivered to Artist, or, at Artist's election, maintained at a recording studio or other location designated by Artist, in Artist's name and subject to Artist's control.

2.3 Producer shall assist Artist in presenting the Masters to major record companies in pursuit of a record production agreement with a major label. Producer understands that Artist will also be presenting the Masters to major labels and that Producer will not be Artist's exclusive representative. Therefore, Producer agrees to notify Artist prior to making any formal contact with representatives of any major record company on Artist's behalf in order to coordinate respective efforts and agrees to contact on Artist's behalf only those companies mutually agreed upon.

3. Copyright

All Masters produced hereunder, from the inception of the recording thereof, and all Records made therefrom, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof, shall be entirely the property of Artist, free of any claims whatsoever by Producer or any other person or persons engaged in the production of the Masters. For copyright purposes, it is understood by the parties hereto that Producer and all persons rendering services in connection with the Masters shall be contractors for hire.

THIS IS A 3-PAGE FORM.