

RECORD COMPANY AGREEMENT

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

BETWEEN:

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

- and -

[NAME OF RECORD COMPANY]
[address]
(the "Company")

WHEREAS:

- A. Company is an organization which specializes in the management, recording, record distribution and representation of musical artists;
- B. Company is familiar with the musical abilities of Artist and has the expertise, ability, industry contacts and resources to assist Artist in the furtherance of Artist's career;
- C. Artist performs under the name "*insert artist's stage name*";
- D. Company and Artist wish to enter into this Agreement to provide for the production and distribution of sound recordings ("Recordings").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Engagement of Services

Company hereby engages and employs Artist's exclusive personal services and endeavors in connection with the production of Recordings for a period of ## years, commencing on the ____ day of _____, _____, and Artist hereby accepts the engagement and employment. Artist agrees to perform to the best of Artist's ability at rehearsals and at recording sessions conducted by Company at such times and places as Company directs to record a minimum of ## selections or such larger number as Company may require. Artist agrees to record and re-record each selection until Company is satisfied that a commercially viable master has been produced.

2. Extra Services

Artist and Company agree that at such times as both desire, Company may hire Artist to sing at recording sessions featuring other artist(s), upon the following terms:

- (a) In the event Artist receives no billing on the completed record labels, Artist shall be paid only what is agreed upon at the session, and shall receive no royalties.
- (b) In the event Artist receives billing in smaller size than that of the featured artist on the record in such a manner as is given to supporting orchestras and supporting vocal groups who are supporting featured Artist, then Artist shall receive a royalty rate of one-half percent (1/2%) of ninety percent (90%) of the retail price less excise tax, on singles sold in the United States, per selection where Artist is given such billing.

3. Consideration

In consideration of Artist's full performance of the terms, undertakings and provisions of this Agreement, and for all rights granted by Artist to Company hereunder, and for all uses of such rights made or authorized by Company, Company will pay Artist the artist royalties at the rates hereinafter specified applicable for Recordings recorded by Artist for Company in the respective year in which Artist makes such Recordings hereunder ("Recording Year"). Such royalties shall be paid on selections recorded hereunder and sold by Company or labels leasing or buying Company's masters, whichever is applicable, throughout the world as finished CD/Cassettes, as stated in Exhibit A, attached hereto and made a part of this Agreement by reference thereto.

- (a) Advance Royalties, if any, and promotion costs, if any, incurred by Company in connection with the sale of CD/Cassettes for which Artist is entitled to receive a percentage royalty shall be due to Company and deducted by Company from the royalties payable to Artist on all CD/Cassettes made by Artist for Company under this or any other Agreement between the parties.
- (b) Company will render a statement to Artist, together with royalty remittance within sixty (60) days after January 1st and July 1st of each Recording Year, for the accrued royalties earned in the preceding January-June or July-December period, or portion thereof, as the case may be, less the amount of any unrecouped advances made by Company to or for Artist, less any bookkeeping credits due Company from Artist.
- (c) Royalties on CD/Cassettes sold outside the United States will be computed in the national currency of the country in which the same were sold, and will be payable only when monies have been received by Company in the United States at the dollar equivalent of the rate of exchange at the time Company receives payment.