

ARTIST RECORDING CONTRACT

THIS AGREEMENT is for the services of music and/or entertainment described below between the undersigned Artist(s) (includes accompanying musicians and/or entertainers as described below, hereinafter referred to as "ARTIST") and the Company who is to provide services (hereinafter referred to as "COMPANY").

1. The term of this agreement shall be for a period of _____(_____) years, effective this _____ day of _____, 20__.
2. This agreement shall remain in effect for a period of _____ from the effective date, and during that period you will, at mutually convenient times, perform at the COMPANY'S recording studios for the purpose of recording _____ number of compositions.
3. You hereby grant to the COMPANY, its associates, subsidiaries, nominees, successors and assigns (1) the right to manufacture, advertise, sell, and license recording and records embodying the performances to be recorded hereunder, upon such terms and conditions as the COMPANY may approve; (2) the right to use your name, likeness and biographical material, if desired, in connection with the manufacture, use and/or sale of any such recordings and records; and (3) all rights in and to the recordings, matrices, tapes, and records, and the use and control thereof, upon which are reproduced the performances to be recorded hereunder.
4. The COMPANY will pay ARTIST a royalty of _____ cents (\$.____) for each two-sided recording manufactured and sold by the COMPANY or its associates. In the event only one side contains a recording, the amount of royalty shall be one-half of the amount listed above, except where the recording shall be full length on one side (e.g., Compact Disc).
5. We shall make all payments to you for recordings within fourteen (14) days of the recording sessions. All royalties shall be paid to you on the 15th of February and July of each year, during which records made are sold and paid for. These payments shall be for the six (6) months immediately preceding each February and June 15th for the term ending January 1 and July 1 of each year.
6. During the term of this agreement, and all extensions and renewals thereof, you will not perform for the purpose of making phonograph records for any other person, firm or corporation. You will not perform any composition recorded for any other person, firm or corporation for a period of five (5) years after our recording is made.

7. The ARTIST hereby warrants that he has not entered into any oral or written obligations, contracts, or AGREEMENTS of any nature prior to the signing of this AGREEMENT which is now in force and binding and which would in any way interfere with carrying out this AGREEMENT to its full intent and purpose.
8. If any instrumental musicians whose services are engaged hereunder are members of the American Federation of Musicians, the following provision shall be deemed to be a part of this AGREEMENT:

"As the musicians engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed as to interfere with any obligation which they owe to the American Federation of Musicians as members thereof."

9. It is mutually understood and agreed that in the event the license issued to the COMPANY by the American Federation of Musicians, and pursuant to which the COMPANY engages the services of Federation members as instrumental musicians, should be revoked or terminated, with or without cause, and in the event ARTIST or any of the members of the Musical Organization are members of the Federation, the COMPANY may, at its option, terminate and cancel this AGREEMENT without liability to ARTIST.
10. This AGREEMENT and option shall be considered renewed at the end of the period herein unless ARTIST receives a written notice with the intent to terminate this contract. Any questions relating to this AGREEMENT shall be interpreted in accordance with the laws of the State of _____.
11. GOVERNING LAW: This AGREEMENT shall be governed by the laws and in the courts of the State of _____ and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the AGREEMENT shall take place in the county of _____, in the State of _____.

Your signature below will constitute this as a binding agreement between us.

DATED: _____

AGREED TO AND ACCEPTED

For Artist

For Agent

Signature

Signature

Name

Name

Address

Address

City/State/Zip

City/State/Zip

Telephone

Telephone