MUSIC RECORDING CONTRACT

This Music Recording Contract (this "Agreement") is made as of _____, 20____ (the "Effective Date").

Artist: _____, professionally known as _____, mailing address _____ (the "Artist").

Other party: _____, mailing address _____ (the "Company"). Check one: [ ] record label [ ] producer [ ] recording studio [ ] distributor.

1. RECORDINGS

Recording 1: _____ Type: _____ Delivery date: _____

Recording 2: _____ Type: _____ Delivery date: _____

Recording 3: _____ Type: _____ Delivery date: _____

The final mixed and mastered recording of each Recording is a "Master." The Artist (or, for a producer or studio, the Company) will deliver each Master by its delivery date in a professional digital format, with the credits and information needed to release it.

2. TERM AND OPTIONS (ALBUM DEALS)

The Term begins on the Effective Date. Each EP or album will contain at least _____ Masters. The Company has _____ options to extend the Term for one more album each, exercised by written notice before the current period ends. Check one: [ ] During the Term the Artist records as a featured artist only for the Company. [ ] The Artist may record for others.

3. OWNERSHIP OF THE MASTERS

Check one: [ ] The Artist assigns to the Company all right, title and interest, including copyright, in the Masters. They return to the Artist _____ years after the Term ends. [ ] The Artist owns the Masters and grants the Company an exclusive license to distribute, sell, stream and license them for _____ years from the Effective Date. [ ] The Artist and the Company own the Masters together, the Artist owning _____ percent. [ ] The Company (as producer or studio) assigns to the Artist all of its rights, including copyright, in the Masters.

This is an assignment or license of copyright, not an agreement that the Masters are works made for hire. The Parties intend this Agreement to be the signed writing that federal law requires for each assignment and exclusive license of copyright it contains (17 U.S.C. § 204(a)).

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

4. SONGS AND SAMPLES

The musical compositions recorded on the Masters (the "Compositions") are separate works from the recordings. The Artist keeps all ownership of the Compositions the Artist wrote or owns, unless stated here: _____.

No Master may include a sample or interpolation unless its owners approve that use in writing before release. Samples are cleared and paid for by: _____.

5. MONEY

Recording budget: $_____, paid by _____. Check one: [ ] Recording costs paid by the Company are recoupable from the Artist's royalties. [ ] They are not recoupable.

Advance: $_____, paid within 10 days after the Effective Date. Check one: [ ] Recoupable from royalties. [ ] Not recoupable.

Royalty: _____ percent of Net Receipts, meaning all money actually received from the sale, download, streaming, licensing and other use of the Masters, less only refunds, chargebacks, taxes collected and third-party payment fees. Recoupable amounts are deducted only from royalties and never repaid from any other source.

Producer agreements: producer fee $_____, and a producer royalty of _____ percent of the money the Artist receives from the Masters. Studio sessions: rate $_____ per _____, sessions on _____, free cancellation with _____ hours' notice.

6. STATEMENTS AND AUDIT

Statements and payment are due within 60 days after the end of each [ ] calendar quarter [ ] half-year. The party paid may audit the payer's books once a year on 30 days' notice. A statement is binding unless objected to within 3 years. If an audit shows an underpayment of more than 5 percent, the payer pays the audit cost.

7. CREDITS, NAME AND APPROVALS

Credit line: _____. The Company may use the Artist's names and approved photographs and biography to promote the Masters for as long as it holds rights in them. The Artist approves: [ ] artwork [ ] singles and release dates [ ] remixes [ ] film, TV, game and ad licensing [ ] photos and biography.

8. GENERAL TERMS

Each party has full power to sign this Agreement, and the Artist's contributions are original except cleared material. Each party will indemnify the other for claims arising from its breach. Either party may end this Agreement if the other materially breaches it and does not cure within 30 days after written notice. The parties are independent contractors. The laws of the State of _____ govern this Agreement, except where federal copyright law controls. This Agreement is the complete agreement, can be changed only in a signed writing, and may be signed in counterparts and electronically.

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Additional terms: _____

SIGNATURES

Artist

Signature: _____ Date: _____

Printed Name: _____

Company

Signature: _____ Date: _____

Printed Name: _____

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