

COPY

RECORDING ARTIST AGREEMENT (EXCLUSIVE)

AGREEMENT made and entered into as of this _____ day of _____, 201____, by and between _____, a _____ company ("Company"), and _____ ("Artist") of _____.

1. Company hereby engages Artist's exclusive personal services as a recording artist during the Term (hereinafter defined), and Artist hereby accepts such engagement and agrees to exclusively render such services for Company during the Term.

2. The Term of this Agreement shall be for an initial period commencing on the date hereof and continuing until the last day of the ninth (9th) full month following the month during which Artist shall have delivered and Company shall have accepted the final Masters required to be delivered ("minimum recording commitment") during such period (the "Term").

3. (a) During the Term, Artist shall record and deliver to Company Masters the equivalent in playing time of one (1) Album ("minimum recording commitment"). Artist agrees to satisfy his or her minimum recording commitment on or before six (6) months from the date hereof, unless agreed to otherwise.

(b) The Masters shall be recorded in a recording studio selected or approved by Company at such times as Company may designate or approve. Each Master shall consist of Artist's newly recorded studio performances of material selected or approved by Company and not previously recorded by Artist. Artist and Company shall mutually agree on the choices of a producer, engineer and the selection of a studio for use in all Masters to be released by Company. Each Master shall be subject to Company's approval as technically satisfactory not to be unreasonably withheld. Artist shall deliver to Company a two-track stereo tape for each Master. Each Master shall be delivered to Company in the form of a completed, fully edited, mixed, leadered and equalized 1630 tape for each configuration (e.g., compact-disc, analog cassette), and otherwise in such form for the production of the parts necessary for the manufacture of commercial records as Company shall direct. Upon the request of Company, Artist shall re-record any selection, at Company's non-recoupable expense, until a technically satisfactory Master shall have been obtained. Only Masters delivered in full compliance with the provisions of this Agreement shall be applied in fulfillment of Artist's recording and delivery obligation. Each Master shall be delivered to Company at its address indicated herein or such other place as Company may notify Artist in writing. Company will not release any demo, rehearsal, out-take or excess Master without Artist's prior approval which approval shall not be unreasonably withheld. Upon delivery of the Master and acceptance by Company, Company shall have no right to alter the Master, except with Artist's written consent.

(c) If the Company accepts a Master as being in compliance with the requirements of this Agreement, Company agrees to commercially release and distribute the Album within six (6) months after receipt of the Master therefor. In the event that the Company does not commercially release and distribute the Album for which a Master has been delivered to it in compliance with the terms hereof on or before six (6) months after delivery, then Artist may terminate this Agreement. In the event this Agreement is terminated without a Master being

commercially released, Artist shall have the option to purchase said Master at a price then agreed upon by the Company and the Artist.

4. Artist warrants and agrees that:

(a) During the Term, Artist shall not perform for the purpose of making records for anyone other than Company and shall not authorize the use of Artist's name, likeness, or other identification for the purpose of distributing, selling, advertising or exploiting records made during the Term anywhere in the world (the "Territory") for anyone other than Company unless otherwise agreed to by Company. Notwithstanding anything to the contrary herein, during the term hereof, Artist shall have the right to perform as a background or featured vocalist or background or featured instrumentalist for the purpose of making audio only phonograph recorded master recordings featuring other artists and released by other record companies, but only if:

(i) Artist's performance is in a background capacity or as a featured performer;

(ii) Such performance shall not interrupt, delay, or interfere with Artist's rendition of services hereunder;

(iii) Company shall receive credit on such sideman performance album in accordance with usual record industry custom; and

(iv) Artist shall inform Company in a timely manner of such performances.

(b) Artist shall not perform any selection commercially released hereunder for anyone other than Company for use in the Territory for a period of five (5) years after the initial date of release of the respective record containing such selection ("Re-recording Restriction"). In the event that a selection recorded hereunder is not embodied on any recording which is commercially released hereunder, there shall be no Re-recording Restriction with respect to such selection.

5. Should Artist make any sound recording during the Term of any selection recorded hereunder for motion pictures, television, electrical transcriptions, or any other medium, or should Artist after the Term perform for any such purpose any selection recorded hereunder to which the Re-recording Restriction then applies, Artist will do so only pursuant to a written agreement prohibiting the use of such recordings directly or indirectly for record purposes. Artist shall furnish Company a copy of any of the provisions of any such contract relating to the foregoing. All Masters recorded by Artist during the Term from the inception of the recording thereof and all reproductions derived therefrom, together with the performances embodied thereon, shall be the property of Company throughout the Territory free from any claims whatsoever by Artist or any person deriving any rights or interests from Artist. Without limiting the generality of the foregoing, Company and its designee(s) shall have the exclusive and unlimited right to all the results and proceeds of Artist's recording services rendered during

the Term, including, without limitation, the exclusive, unlimited and perpetual rights throughout the Territory:

(a) To manufacture, advertise, sell, lease, license, distribute or otherwise use or dispose of, in any or all fields of use by any method now or hereafter known, records embodying the Masters, all upon such terms and conditions as Company may elect, or at its discretion, to refrain therefrom;

(b) To use and publish, and to permit others to use and publish, Artist's name (including any professional name heretofore or hereafter adopted by Artist), approved photograph, approved portrait, approved likeness, and approved biographical material concerning Artist for advertising and trade purposes in connection with all Masters recorded by Artist during the Term, including, but not limited to, in the marketing, sale or other exploitation of records. During the Term hereof, all photographs, portraits, likenesses, and biographical materials concerning Artist which Company may desire to utilize for the purposes herein stated shall be subject to Artist's prior approval. Promptly following the execution of this Agreement, Artist shall furnish Company with a reasonable number of photographs of Artist and biographical material concerning Artist. All photographs, portraits, likenesses, and biographical material concerning Artist submitted by Artist or Artist's management to Company or previously approved by Artist shall be deemed approved by Artist for the purposes hereof;

(c) To obtain all copyrights in sound recordings (as distinguished from the musical compositions embodied thereon) recorded by Artist during the Term, in Company's name as owner and employer-for-hire of such sound recordings;

(d) To release records embodying the performances to be recorded hereunder under any name, trademark or label which Company or its subsidiaries, affiliates or approved licensees may from time to time elect. Company agrees that the initial United States release during the Term hereof of records solely embodying Masters recorded hereunder shall be on Company's label, or such other top line label as may be selected by Company; and

(e) To perform the records publicly and to permit public performances thereof by means of radio broadcast, television, internet, or any other method now or hereafter known.

6. **ARTWORK.** Company acknowledges and agrees that Artist may produce background artwork for the front cover of the initial United States release of each Album ("Artwork"), subject to the following:

(a) Artist's plans for the proposed Artwork (including the concept and selection of art director, photographer and other personnel) shall be subject to Company's prior written approval not to be unreasonably withheld.

(b) Company shall be solely responsible for payment of any and all costs in connection with the design, creation and production of the Artwork (collectively, "Artwork Costs") pursuant to a pre-approved budget in an amount not to exceed

(c) Artist shall deliver the Artwork in accordance with the plans approved by Company and in "camera-ready" form conforming to Company's specifications, together with all licenses and consents (if any) required in connection therewith, to Company no later than thirty (30) days after the Delivery to Company of the Masters for the relevant Album.

(d) Company shall have the right to reject any Artwork delivered by Artist in Company's reasonable discretion. If Company rejects any Artwork, Artist shall have the right to revise and resubmit it for Company's approval, subject to all of the conditions above.

(e) All Artwork delivered to Company (including the copyright therein) shall be solely owned by Company. The Company shall have the right to use the Artwork throughout the Territory on records embodying the Masters and in connection with the manufacture, distribution, sale, advertising, marketing and promotion thereof. It is agreed that Artist shall have the right to use any Artwork used in connection with any particular Master in perpetuity for merchandizing purposes by Artist free of charge.

7. Artist acknowledges that the sale of records is speculative and agrees that the judgment of Company with regard to any matter affecting the sale, distribution and exploitation of such records shall be binding and conclusive upon Artist. Nothing contained in this Agreement shall obligate Company to make, sell, license, or distribute records manufactured from Masters subject hereto.

8. Company shall pay to Artist the following non-returnable sums ("Advances") which shall be recoupable by Company out of all royalties (other than mechanical royalties) becoming payable to Artist pursuant to this or any other agreement:

(a) With respect to each Album required to be delivered hereunder, a sum equal to ("Advance") shall be paid to Artist as set forth below.

(b) The Advance shall be payable as follows:

(i) Fifty percent (50%) upon execution hereof. Artist shall notify the Company of the date or dates Artist is available to record the Masters on or before fifteen (15) days after receipt of such portion of an Advance. will be the producer of all Albums at no additional cost to the Company or Artist and Artist and Company will mutually approve all other co-producers. Such notice shall also (1) set forth the dates and places of all studio time scheduled by Artist in connection with the applicable Album, and (2) set forth the selections to be recorded; and

(ii) The balance, of the Advance shall be paid by Company upon Artist's completion of recording of selections for the Album and the Company's acceptance of the Master in accordance with this Agreement.

(c) All monies paid to Artist or on behalf of Artist or to or on behalf of any person, firm or corporation representing Artist, other than royalties payable pursuant to this

Agreement, shall constitute Advances recoupable from any monies payable under this Agreement, unless Company shall otherwise consent in writing.

9. (a) Prior to any recording session for any Master(s) hereunder, the Company and Artist shall agree upon a written recording and tour support budgets. The recording budget for the Album shall not exceed _____ and the tour support budget for the Album shall be _____ (\$ _____), unless the Company and Artist otherwise agree. The Company shall also advance to Artist _____ Dollars (\$ _____) toward the costs of Artist's legal fees incurred in respect to the negotiation and execution of this Agreement.

(b) Company shall pay all recording costs incurred in the production of Masters subject to this Agreement. All such recording costs paid by Company, excluding Company overhead costs, shall be deducted or otherwise recouped from Artist Royalties (other than mechanical royalties) becoming payable to Artist under this Agreement with no cross-collateralization. Notwithstanding the previous sentence, Company shall not deduct a "packaging deduction" from Artist Royalties becoming payable to Artist under this Agreement. The Company shall pay the approved costs of services of all other approved musicians who perform on any of the recordings. These costs shall also be recoupable from Artist Royalties (other than mechanical royalties) becoming payable to Artist under this Agreement with no cross-collateralization.

(c) It is of the essence of this Agreement that Artist obtain prior to each applicable recording session and deliver to Company within seventy-two (72) hours following each such recording session, a duly completed and executed Form I-9 (or such similar or other form(s) as may be prescribed by the United States Immigration and Naturalization Service or other government agency regarding citizenship, permanent residency or so-called "documented worker" status) in respect of each individual employed to render services in the recording of Masters hereunder. Artist shall simultaneously obtain and deliver to Company true and complete copies of all evidentiary documents relating to the contents or subject matter of said form(s). In the event Artist fails to comply with any of the foregoing requirements, Company may deduct any resulting penalty payments from any and all monies due under this or any other agreement.

(d) Artist shall be solely responsible for and shall pay all monies becoming payable to all third parties rendering services or otherwise in respect of sales of recordings derived from Masters subject to this Agreement.

10. Each Master subject hereto shall be produced by _____ unless he is not available; in which case, then by a producer selected by the Company and approved by the Artist, at no cost to Artist.

11. Conditioned upon Artist's full and faithful performance of each and all of the terms hereof, Company shall pay Artist the following royalties in respect of records subject to this Agreement:

(i) (A) (1) With respect to any Album which solely embodies Artist's newly recorded studio performances recorded and delivered pursuant to the terms of this Agreement, Company shall pay Artist a royalty of fourteen percent (14%) of the actual retail price with respect to net sales of records for the first fifty thousand (50,000) copies of said Album sold through normal retail channels in the United States; (2) Company shall pay Artist a royalty rate of fifteen percent (15%) of the actual retail price with respect to net sales of any Album which solely embodies Artist's newly-recorded studio performances recorded and delivered pursuant to the terms of this Agreement, of all records in excess of fifth thousand (50,000) copies of any such Album sold through normal retail channels in the United States up to and including one hundred thousand (100,000) copies of said Albums sold through normal retail channels in the United States; and (3) Company shall pay Artist a royalty rate of sixteen percent (16%) of the actual retail price with respect to net sales of any Album which solely embodies Artist's newly-recorded studio performances recorded and delivered pursuant to the terms of this Agreement, of all copies in excess of one hundred thousand (100,000) copies of said Album sold through normal retail channels in the United States;

(B) The royalty rates hereinabove set forth shall each be hereinafter referred to as a "Basic U.S. Album Rate."

(ii) (A) With respect to retail sales of Albums in Canada, the royalty rate shall be equal to the Basic U.S. Album Rate.

(B) With respect to retail sales of Albums in the United Kingdom, European Union, Australia, New Zealand, Japan and Ireland, the countries constituting the European Union as of the date hereof, the royalty rate shall be seventy-five percent (75%) of the applicable Basic U.S. Album Rate.

(C) With respect to retail sales of Albums outside the United States and outside those territories referred to in subparagraph 11(b)(ii)(A) above, the royalty rate shall be sixty-six and seven tenths percent (66.7%) of the applicable Basic U.S. Album Rate.

(D) The royalty rates hereinabove set forth in subparagraphs 11(b) (ii)(A), (B), and (C) shall each be hereinafter referred to as a "Basic Foreign Album Rate."

(iii) (A) Notwithstanding anything to the contrary contained herein, with respect to records sold in any country in which governmental or other authorities place limits on the royalty rates permissible for remittances to the United States in respect of records sold in such territory(ies), the royalty rate payable to Artist hereunder in respect of sales of records in such territory(ies) shall equal the lesser of (1) the applicable Basic Foreign Album Rate, or (2) the effective royalty rate permitted by such governmental or other authority for remittances to the United States less a royalty equivalent to fourteen percent (14%) of the retail list price and such monies as Company or its licensees shall be required to pay to all applicable union funds in respect of said sales.

(B) Royalties in respect of sales of records outside the United States shall be computed in the same national currency as Company is accounted to by its licensees and shall be paid to Artist at the same rate of exchange as Company is paid. It is

understood that such royalties will not be due and payable until payment thereof is received by Company in the United States of America. In the event Company is unable to receive payment in United States dollars in the United States due to governmental regulations, royalties therefor shall not be credited to Artist's account during the continuance of such inability.

(b) Notwithstanding anything to the contrary contained herein:

(i) With respect to Albums in compact disc form, the royalty rate payable shall be equal to the applicable Basic U.S. Album Rate or applicable Basic Foreign Album Rate, as the case may be;

(ii) With respect to records (A) in any form, configuration, format or technology not herein described, which is now known but not widely distributed or which hereafter becomes known ("New Technology Configurations"), and (B) sold directly to consumers by electronic or radio transmission (including, without limitation, telephone, satellite, cable, direct transmission over wire or through the air, downloading and streaming, and any other similar methods now or hereafter known) the royalty rate payable shall be eighty-five percent (85%) of the Basic U.S. Album Rate or the applicable Basic Foreign Album Rate, as the case may be. In the event that during the term hereof a particular New Technology Configuration (including without limitation electronic transmissions) compromise at least twenty percent (20%) of the total market for Records sold in the United States for a period of six (6) consecutive months as determined by the Recording Industry Association of America, then, Company agrees to pay Artist one hundred percent (100%) of the Basic U.S. Album Rate or the applicable Basic Album Foreign Rate with respect to the percentage of the applicable royalty rate payable to Artist for the New Technology Configuration.

(c) The royalty rate payable for records sold to the United States government, its subdivisions, departments and agencies shall be two-thirds ($\frac{2}{3}$) of the otherwise applicable Basic U.S. Album Rate and shall be based upon the retail list price (Post Exchange list price where applicable) of such records. The royalty rate payable for records sold to educational institutions and libraries shall be one-half ($\frac{1}{2}$) of the otherwise applicable Basic U.S. Album Rate and shall be based upon the retail list price of such records.

(d) As to uses of the Masters where Company licenses subject to Artist's approval one (1) or more of the Masters to third parties on a royalty, "all-in" or flat-fee basis, Company shall credit Artist's royalty account with seventy five percent (75%) of the monies received by Company under each such license less any costs and expenses incurred in connection therewith or 50/50 of any master use license fee.

(e) As to records not consisting entirely of Masters recorded and delivered hereunder, the royalty rate otherwise payable to Artist hereunder with respect to sales of any such record shall be prorated by multiplying such royalty rate by a fraction, the numerator of which is the number of Masters recorded and delivered hereunder embodied on such record and the denominator of which is the total number of Masters embodied thereon.

(f) Company shall have the right to include or to license others to include any one or more of the Masters in promotional records on which such Masters and other recordings are included, which promotional records are designed for sale at a substantially lower price than the regular price of Company's Albums. No royalties shall be payable on sales of such promotional records. No more than two (2) promotional records or samplers may be issued by Company during the Term without Artist prior approval.

(g) No royalties shall be payable in respect of: (i) records given away or furnished on a "no-charge" basis to "one-stops," rack jobbers, distributors or dealers, whether or not affiliated with Company; (ii) a reasonable number of additional "no-charge" records distributed during special promotions or marketing campaigns; and (iii) records given away or sold at below stated wholesale prices for promotional purposes to disc jockeys, record reviewers, radio and television stations and networks, motion picture companies, music publishers, Company's employees, Artist or other customary recipients of promotional records or for use on transportation facilities. No royalties shall be payable on any sales by Company's licensees until payment has been received by Company in the United States. Company may only designate up to ten percent (10%) of Albums manufactured as "free goods", "no charge", or "promotional" as those terms are understood in the entertainment industry and more fully described in this subsection (g)(i),(ii), &(iii).

(h) As to records sold at a discount to "one-stops," rack jobbers, distributors or dealers, whether or not affiliated with Company, in lieu of the records given away or furnished on a "no-charge" basis as provided above, the applicable royalty rate otherwise payable hereunder with respect to such records shall be reduced in the proportion that said discount wholesale price bears to the usual PPD.

(i) The royalty rates provided for in this Paragraph shall be applied against the retail list price (less excise taxes, duties and other applicable taxes) for records sold that are paid for and not returned. The term "retail list price" as used in this Agreement shall mean (i) for records sold in the United States, the manufacturer's suggested retail price in the United States and (ii) for records sold outside the United States, the manufacturer's suggested retail price in the country of manufacture or sale, as Company is paid. In those countries where a manufacturer's suggested retail price is not utilized, the generally accepted retail price shall be utilized.

(j) Payments to the AFM Special Payments Fund and the Music Performance Trust Fund based upon record sales as well as analogous AFTRA or other union payments (so-called "pre-record royalties") shall not constitute advances, shall not be recoupable and shall be paid by Company.

(k) With respect to any compact discs of Albums sold by Company to Artist for Artist's resale at the Artist's performances, appearances, shows, concerts, and website Artist shall pay to Company a discounted price of \$6 per compact disc, to purchase the same, and no royalty shall be owed to Artist in respect to said sales. Company shall also provide Artist with one hundred and twenty (120) promotional compact discs of Album free of charge. Thereafter, Company shall provide Artist with additional promotional compact discs of Album at a discounted price of \$3 per compact disc, and no royalty shall be owed to Artist in respect

to said sales. In the event Artist reasonably requires additional promotional discs beyond the initial 120 discs, Artist shall request same from the Company, together with a description as to whom Artist intends to give such promotional discs, and Company shall provide Artist with a reasonable number of such discs at \$3 per compact disc.

(l) With respect to any approved Budget Line Record and any Record bearing a Reissue Label, the royalty rate shall be two-thirds (2/3) of the rate that would otherwise apply if the Record concerned had been sold through normal retail channels, computed on the basis of Net Sales. The royalty rate on any Mid-Line Record and Armed Forces Post Exchange or to any government agency shall be three-fourths (3/4) of the rate that would otherwise apply if the Record concerned had been sold through normal retail channels, computed on the basis of Net Sales. Company hereby agrees not to reduce price of any record from Top Line Rate for the first eighteen (18) months after commercial release. Company hereby agrees not to reduce any record from Midline to Budget until twenty four (24) months after commercial release.

(m) Notwithstanding anything to the contrary contained herein, the royalty rate for any Record in the audio-only compact disc configuration and for any Record sold via digital download shall be one hundred percent (100%) of the otherwise applicable royalty rate set forth in this Agreement.

(n) The term "Net Sales" shall mean one hundred percent (100%) of gross sales (for which Company has received payment), less returns, credits, reasonable reserves not to exceed twenty (20%) percent of any royalty payment due to Artist hereunder for no more than two (2) payment periods against anticipated returns and credits.

(o) Company may, engage third parties to provide certain promotion, publicity and marketing services, and fifty percent (50%) of all costs paid to such third parties in connection with such services shall be fully recoupable by Company from any and all royalties (excluding mechanical royalties) otherwise payable to Artist hereunder. Notwithstanding anything to the contrary contained in this subparagraph, no such costs described herein which exceed twenty thousand (\$20,000.00) dollars for any Album delivered hereunder, will be recoupable, unless such costs are incurred with the approval of the Artist which approval shall not be unreasonably withheld. In addition, only fifty percent (50%) of all tour support financing shall be fully recoupable from any and all royalties otherwise payable to Artist hereunder. In the event Company elects to provide promotion, publicity and marketing services itself, none of the aforementioned services shall be recoupable by Company from any and all royalties otherwise payable to the Artist. Moreover, Company agrees to provide a minimum of \$20,000 in independent press, promotion and marketing.

12. Detailed Statements as to records sold hereunder shall be sent by Company to Artist and concurrently to

whether or not any royalties are payable within 30 days after the expiration of each semi-annual period for the preceding semi-annual period ending June 30 and December 31. Concurrently with the rendition of each statement, Company shall pay Artist all royalties shown to be due by such statement, after deducting all recording costs

paid by Company, all payments made on behalf of Artist and all advances made to Artist prior to the rendition of the statement. No statements need be rendered by Company for any such period after the expiration of the Term hereof for which there are no sales of Records derived from Masters hereunder. All payments shall be made to the order of Artist and shall be sent to Artist at Artist's address first above written or to Artist's last known address of which the Company has been notified. Artist shall be deemed to have consented to all accountings rendered by Company hereunder and said accountings shall be binding upon Artist and shall not be subject to any objection by Artist for any reason unless specific objection, in writing, stating the basis thereof, is given to Company within two years after the date rendered, and after such written objection, unless suit is instituted within one year after the date upon which Company notifies Artist that it denies the validity of the objection.

13. Artist shall have the right at Artist's sole cost and expense to appoint a Certified Public Accountant who is not then currently engaged in an outstanding audit of Company to examine Company's books and records as same pertain to sales of records subject hereto as to which royalties are payable hereunder, provided that any such examination shall (i) be for a reasonable duration, (ii) take place at Company's or its accountant's offices during normal business hours on reasonable prior written notice, (iii) not occur more than once a year, (iv) must take place within two years after receipt of the applicable accounting of said royalties, and (v) be at Artist's costs and expenses unless a discrepancy in the underpayment of royalties of the greater than (a) ten percent (10%) of the amount of royalties owed to Artist and (b) (\$) is discovered by such audit.

14. (a) Artist shall cause all copyright proprietors to issue to Company and its designees mechanical licenses for all Compositions embodied in Masters hereunder which are not Controlled Compositions at rates and upon terms no less favorable to Company than those contained in the then current standard mechanical license issued by the Harry Fox Agency, Inc. As used in this Agreement, the term "Controlled Composition" means a Composition embodied in a Master hereunder which is written or composed by Artist, alone or in collaboration with others, or is owned or controlled in whole or in part directly or indirectly by Artist, or by any Person in which Artist has a direct or indirect interest. Artist hereby grants to Company and its designees an irrevocable license, under the U.S. Copyright Act, to reproduce and distribute on Records each Controlled Composition at a rate per Controlled Composition not to exceed one hundred percent (100%) of the minimum statutory mechanical copyright royalty rate (without regard to playing time formula) in effect on the date the respective Master embodying the applicable Controlled Composition is first commercially released by Company or its designees on a Record (hereinafter the "Controlled Rate"); provided, however, there shall be payment for no more than ten (10) Controlled Compositions at the Controlled Rate even if there are more than ten (10) Controlled Compositions in the Album. Mechanical copyright royalties at the Controlled Rate shall be payable on any Records as to which no artist royalties are payable pursuant to subparagraphs 11(f), (g), and (k). Company shall pay mechanical copyright royalties for arranged versions of Compositions. Mechanical copyright royalty payments shall be paid from record one sold on the basis of Net Sales, paragraphs 12 and 13 hereof shall apply to mechanical copyright royalty accountings.

(b) Notwithstanding anything to the contrary contained in subparagraph 14(a) above, the maximum aggregate mechanical copyright royalty rate payable by Company in

respect of any Record consisting entirely of Masters hereunder, regardless of the number or playing time of Compositions contained thereon, shall be twelve (12) times the Controlled Rate.

(c) Any Artist approved assignment made of the ownership or copyright in, or the right to license or administer the use of, any of the Controlled Compositions shall be made subject to the terms and provisions of this Agreement.

15. (a) All notices to Artist may be served upon Artist personally, by prepaid telegram, or by depositing the same, postage prepaid by registered or certified mail, return receipt requested, in any mail box, chute, or other receptacle authorized by the United States Postal Service for mail, addressed to Artist at Artist's address as follows: .
and concurrently to

(b) All notices to Company shall be in writing and shall be sent postage prepaid by registered or certified mail, return receipt requested, addressed to Company's address as follows:

with a copy to:

16. If Artist's voice or Artist's ability to perform as an instrumentalist should be materially or permanently impaired, then in addition to any other rights or remedies which Company may have, Company shall have the right, upon written notice to Artist, to terminate this Agreement and shall thereby be relieved of any liability in connection with unrecorded Masters.

17. Artist expressly acknowledges that Artist's services hereunder are of a special, unique and intellectual character which gives them peculiar value, and that in the event of a breach by Artist of any term, condition or covenant hereof, Company may be caused immediate irreparable injury. Artist expressly agrees that Company shall be entitled to injunctive and other equitable relief, as permitted by law without the necessity of posting a bond or other security, to prevent a breach of this Agreement, or any portion thereof, by Artist, which relief shall be in addition to any other rights or remedies, for damages or otherwise, available to Company, without limiting the Artist's rights to the foregoing.

18. (a) Artist warrants and represents that Artist is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to Artist's right to execute this Agreement and perform its terms and conditions.

(b) Artist warrants and represents that no materials provided by Artist, or any use thereof, will violate any law or infringe upon or violate the rights of any third party. "Materials," as used in this subparagraph shall include: (i) all musical compositions and other material provided by Artist and contained on Masters subject hereto, (ii) each name used by Artist, in connection with Masters recorded hereunder, and (iii) all other materials, ideas, other intellectual properties or elements furnished or selected by Artist and contained in or used in connection with any Masters recorded hereunder or the packaging, sale, distribution, advertising, publicizing or other exploitation thereof.

19. Wherever in this Agreement Artist's approval or consent is required, such approval or consent shall not be unreasonably withheld. Artist shall give Company written notice of approval or disapproval within ten (10) business days after Company requests same. Artist shall not hinder nor delay the scheduled release of any record hereunder. In the event of disapproval or no consent, the reasons therefor shall be stated. Failure to give such notice to Company as aforesaid shall be deemed to be consent or approval.

20. During the Term, Artist shall become and remain a member in good standing of any labor unions with which Company may at any time have agreements lawfully requiring such union membership, including, but not limited to, the American Federation of Musicians and the American Federation of Television and Radio Artists. All Masters subject hereto shall be produced in accordance with the rules and regulations of all unions having jurisdiction.

21. Without the prior consent of both of Company and Artist, Company shall not distribute any Singles, Maxi-singles or EPs.

22. (a) Company shall have the perpetual right, without any liability to any party, to use and to authorize others to use Artist's name and approved biographical material and the names (including any professional names heretofore or hereafter adopted), and any approved likenesses, whether or not current (including photographs, portraits, caricatures), autographs (including facsimile signatures) and approved biographical material relating to Artist for purposes of advertising, promotion and trade, including the making and exploitation of records hereunder and in general goodwill advertising for the Company. Artist warrants and represents that Artist owns the exclusive right to so use such names, approved likenesses, autographs (including facsimile signatures) and approved biographical materials delivered or furnished by Artist and that the use of same will not infringe upon the rights of any third party. During the Term, Artist will not change the name by which Artist is professionally known without Company's prior written approval. Artist reserves the right to approve any non-normal use of her name and likeness.

23. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon Company unless confirmed by a written instrument signed by an officer of Company. A waiver by Company of any term or condition of this Agreement in

any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All of Company's rights and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy or right available to Company. Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. It is agreed that all accountings and payments required herein, and all grants made herein, shall survive and continue beyond the expiration or earlier termination of this Agreement. No breach of this Agreement by Company or Artist shall be deemed material unless within thirty (30) days after Artist or Company learns of such breach, Artist or Company serves written notice thereof on the other party specifying the nature thereof and the breaching party fails to cure such breach, if any, within sixty (60) days after receipt of such notice.

24. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF LOUISIANA AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH SHALL BE GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN. ARTIST AGREES TO SUBMIT TO THE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN NEW ORLEANS, LOUISIANA IN ANY ACTION WHICH MAY ARISE OUT OF THIS AGREEMENT AND SAID COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES BETWEEN COMPANY AND ARTIST PERTAINING TO THIS AGREEMENT AND ALL MATTERS RELATED THERETO. IN THIS REGARD, ANY PROCESS IN ANY ACTION OR PROCEEDING COMMENCED IN THE COURTS OF THE STATE OF LOUISIANA ARISING OUT OF ANY CLAIM, DISPUTE OR DISAGREEMENT UNDER THIS AGREEMENT MAY, AMONG OTHER METHODS, BE SERVED UPON ARTIST BY DELIVERING OR MAILING THE SAME, VIA REGISTERED OR CERTIFIED MAIL, ADDRESSED TO ARTIST AT THE ADDRESS PROVIDED HEREIN FOR NOTICES TO ARTIST; ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF LOUISIANA NOTHING CONTAINED IN THIS PARAGRAPH SHALL PRECLUDE COMPANY FROM JOINING ARTIST IN AN ACTION BROUGHT BY A THIRD PARTY AGAINST COMPANY IN ANY JURISDICTION, ALTHOUGH COMPANY'S FAILURE TO JOIN ARTIST IN ANY SUCH ACTION IN ONE INSTANCE SHALL NOT CONSTITUTE A WAIVER OF ANY OF COMPANY'S RIGHTS WITH RESPECT THERETO, OR WITH RESPECT TO ANY SUBSEQUENT ACTION BROUGHT BY A THIRD PARTY AGAINST COMPANY. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF ANY OTHER REMEDIES AVAILABLE TO COMPANY.

This Agreement shall not become effective until it is executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ARTIST

COMPANY:

a limited liability company,

By: _____

And by: _____

a Member